

**INDIANA DEPARTMENT OF ADMINISTRATION**  
**Procurement Division**

**STREAMLINING**  
*Delegation of Purchasing  
Authority Program*

**Commodities**

**Printing**

**Contracts**

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#### ATTACHMENT SUPPLEMENT

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Please see Attachment Supplement to review the following documents included as reference in this manual.

Exhibit A: Standard Terms and Conditions  
Exhibit B: Solicitation Package  
Exhibit C: Notice of Addendum  
Exhibit D: Public Law/Requirements for Purchasing Vehicles  
Exhibit E: Spreadsheet Example  
Exhibit F: Recommendation for Award of Quotation  
Exhibit G: Certificate of Printing Contract Performance  
Exhibit H: Notification of Surplus State-Owned Property  
Exhibit I: SDO Reimbursement Voucher  
Exhibit J: Claim Voucher  
Exhibit K: Claim Voucher Abstract  
Exhibit L: Source Selection Authorization for Special Procurement  
Exhibit M: Sample Justification for Special Procurement  
Exhibit N: Emergency Expenditure Documentation  
Exhibit O: Sample Emergency Justification  
Exhibit P: Financial Disclosure Statement

## MANDATORY PURCHASING FROM STATE RESOURCES

Regardless of the type or dollar amount of any purchase, products or services available on QPA (Quantity Purchase Agreement), from PEN Products (Prison Enterprises Network), or an IN-ARF work center (Indiana Association of Rehabilitation Facilities) must be purchased from these sources.

When a requisition for the purchase is created in PeopleSoft (the software used by the State for purchasing and payments), the products or services offered by these resources are available for selection from the eProcurement catalog using search criteria such as an item description.

**QPA** contracts for repetitively purchased items are established by the IDOA Procurement Division only, resulting from a competitive solicitation process in which the vendor agrees to offer the quoted prices for the term of the contract. Purchases may be made from these contracts at any time, and no competitive solicitation is required. A list of current QPA contracts can be found on the IDOA Procurement Division Webpage at [www.IN.gov/idoa/proc/resources.html](http://www.IN.gov/idoa/proc/resources.html), and is also available through the State Intranet at <http://www2.idoa.state.in.us/proc/>.

**IN-ARF** (IC 5-22-13) work centers provide guaranteed products and services to state agencies and local governments while benefitting persons with disabilities. The IN-ARF catalog is available for viewing online at [www.inarf.org](http://www.inarf.org). Items they provide are available for selection in the PeopleSoft eProcurement catalog when creating requisitions.

**PEN Products** (IC 5-22-11) offers a variety of quality products and services to meet the needs of all state agencies. The PEN Products catalog may be viewed online at <http://www.in.gov/indcorrection/penproducts/>. Items they provide are available for selection in the PeopleSoft eProcurement catalog when creating requisitions.

### Exceptions to the Requirement to Purchase From State Resources

*There are two instances where an exception to the requirement to purchase from State Resources may be considered; a substantial cost savings by making the purchase from another source, or the user's functional requirements can't be met by the product or service available from the State Resource. (Use of the Fair Market Value principal discussed in the next section may help determine savings.)*

#### Exceptions Involving PEN Products and INARF

When the requisition to purchase products or services from an outside source is created in PeopleSoft, it is electronically routed for the necessary approvals to PEN based on the category (UNSPSC) code identified. Justification explaining how and why the items available from the State Resource will not meet the user's needs must be entered in the Justification field. (Instruction for processing State Resource purchases in PeopleSoft eProcurement is available at <http://www.in.gov/idoa/services/proctraining/>.)

Situations involving potential cost savings must be considered with application of the Fair Market Price policy discussed in the next section.

#### Exceptions Involving QPAs

When the requisition to purchase products or services from an outside source is created in PeopleSoft, an explanation must be entered in the Justification field documenting the estimated per item cost savings and how that figure was determined, and/or which specifications are inadequate not meeting the user's functional requirements.

All exceptions must have approval from IDOA but, exceptions to the requirement to buy from QPAs for purchases greater than \$5,000 must be approved prior to the purchase. Requests including justification should be submitted to the IDOA Procurement Division Deputy Director of Buying or faxed to 317/232-7312.

Certain QPAs will not be allowed exceptions. Currently some are Business Machines, Office Supplies and Computers.

## Fair Market Price

In addition to requiring agencies to purchase from State Resources, the law also states the following:

### **Indiana Code (IC) 5-22-11-2**

Sec.2. Supplies and services purchased under this chapter must:

- (1) Meet the specifications and needs of the purchasing governmental body; and
- (2) Be purchased at fair market price

The question most commonly asked is "What is fair market price?"

Fair market price, as used in this context, should not be interpreted as the lowest quotation. The Department of Administration considers a State Resource price a "fair market price" if it's within a 10% range of the average of a quotations received for the same item. However, for larger purchases, large dollar amount differences may require additional consideration.

For purchases of products or services available from State Resources, competitive prices should be solicited from a minimum of three outside sources (in writing or by telephone quotes) and PEN or IN-ARF included. If the State Resources are within 10% of the average of all outside quotations, they should receive the award. If the purchasing agent still feels that State Resource prices are not fair market value, PEN or IN-ARF may be contacted to discuss the issue.

If the issue can't be resolved satisfactorily, contact the Deputy Director of Buying at 317/232-3032 for advice. IDOA approval is required before proceeding with a purchase involving a Fair Market Value issue.

## DEFINE THE PURCHASE TYPE

The Streamlining program includes three separate categories of purchasing aside from the State Resources. Although similar in many respects, defining the correct type of purchase to be made is important due to the unique requirements and procedures specific to each.

- **Commodities**, such as equipment and supplies.
- **Printing**, the purchase of printed materials, brochures, pamphlets, and State forms.
- **Procurement Contracts**, which must be used when there's a need for a service encompassing a term of 90 days or more.

Within the category of Procurement Contracts, the procurement agent must choose the specific contract to be used that best suits the purchase being made.

### Procurement Contract Options

Several contract documents are available for use when purchasing services. The contract to be used is determined by the type of purchase being made. The following examples are presented as a guide, but shouldn't be considered all-inclusive.

- **Contract for Services**

Well suited for uniform rental, security guard services, janitorial service, waste management service, pest control, and printing services.

- **Equipment/Rental Agreement**

Well suited for the rental of equipment, and security systems and related services.

- **Addendum**

The State Addendum, generally used for the purchase of maintenance and software licenses, should be used in ANY PURCHASE where a vendor insists that their own standard/form contract be utilized. Its purpose is to modify, delete, or amend certain terms and conditions set forth in the vendor's contract, incorporating State contract provisions superseding vendor terms not favorable to the State.

Use of the Addendum with a vendor contract incorporates the individual agreements into each other and when read together, constitutes one integrated document. Any inconsistency, conflict, or ambiguity between the individual agreements is resolved by giving precedence and effect to the Addendum.

- **Equipment Lease/Purchase Agreement**

*This contract is not published as available in conjunction with the Streamlining program. The IDOA Procurement Division must approve lease to own purchases. Contact Teresa Deaton-Reese, Deputy Director of Buying, for information and/or approval requests.*

- **Renewal**

Service contract agreements may be renewed to remain in effect for a total of four years, including all renewals. See Contract Renewal on page XX.

- **Contract Continuation**

A continuation should be processed when the contract term is valid, but it's necessary to issue a new purchase order for continuation of the payment process.

# SPECIFICATIONS

To be certain that solicited bidders completely understand the requirements of the items or products to be purchased, a detailed specification must be provided. Indiana Code (IC) 5-22-5 declares that all specifications must promote the overall economy for the purpose intended, and must encourage competition in satisfying the needs of the State of Indiana.

The term “specifications” relates to the technical and descriptive requirements of a product, and to its intended use. Good specifications will identify the requirements while allowing competition among bidders. They will also list methods for testing compliance with the specifications and provide for an equitable award.

## Grammatical Style and Terminology

Specifications are extremely important because they can mean the difference between getting what’s needed and getting what’s asked for! Here are some simple tips to use as a guide when choosing language for specifications:

- Use the words “Must” or “Shall” to describe mandatory requirements.
- Use the words “Should” or “May” to describe features that are optional.
- Requirements should be described using language that is as brief, clear, and concise as possible.
- A definition of a word should be given if the meaning could be confusing.
- Do not use terms that are proprietary to a particular manufacturer.
- Say what you mean. Do not use terms that are open to individual interpretation.
- Consider using ranges or minimums and maximums where appropriate to allow for flexibility and additional competition.

## Types of Specifications

There are three basic types of specifications: Brand Name, Design, and Performance/Functional. Use of the Brand Name type is the least recommended due to the potential for limiting competition. A combination of the Design and Performance/Functional types is considered ideal.

### Brand Name

- **Advantage:** Requires less research if time is an issue.
- **Disadvantages:** Discourages competition; may lessen objectivity in evaluation and award process.

This type of specification is called “Brand Name” because it references a brand name, model number, catalog number, etc., that identifies a product made by a specific manufacturer as an example of the level of quality desired. This type of specification is advantageous when listing all of the requirements in detail is impractical or impossible, but the general design, quality, and performance requirements need to be addressed.

When using this type, the statement “or approved alternate” should always follow the brand name description. This statement communicates to bidders that offers of alternative products will be considered if they are of the same or better quality than the brand name cited. Also, the word “alternate” is recommended rather than “equal” because it’s extremely difficult to prove that two items are equal, and bidders may try to challenge your judgment. Following is an example.

**Blender – 32 oz. stainless steel container. Heavy duty for high-volume use. Two speeds, 3 H. P. commercial motor, rugged die-cast enameled zinc housing. Rubber cober plug and gasket provide a tight seal, 120 VAC, 50/60 Hz. Waring 7011S or approved alternate.**

Notice in the previous example that not only is a brand name product referenced, but actual qualities of the product are listed as well. This provides further clarification to vendors regarding the quality of the requested item, as opposed to simply stating, “Blender – 32 oz. Waring 7011S or approved alternate.” Making an effort to reference a brand specification that is widely recognized throughout the industry (and is easily available for vendors to compare alternate products they may have to offer) can maximize competition.



When requesting name brand products ONLY and not just listing them as a standard of quality, justification must be provided explaining why a specific name brand is required and why alternate products cannot be considered. See *Justification*, pg. XX.

### ***PeopleSoft Comments to Add When Using Brand Name Specifications***

PeopleSoft stores frequently used standard comments organized into specific categories available to be selected and copied to requisitions, solicitations, and purchase orders. Comments may be added as Header information or to specific line items. When using a brand name specification, the Standard Type (Bid) and the Comment ID (SPC) should be selected as Header information and copied to the Request for Quotation before bidders are solicited. The language (below) indicates to bidders the intent of a non-restrictive specification:

The item(s) specified below by brand name is intended to establish a standard of quality, which will be required. Similar item or items of manufacturers other than those listed which are included in the bids submitted will be considered if comparable in quality and function. It will be the responsibility of the bidder to provide all technical information as to the acceptability of the alternate item(s).

### **Design**

- **Advantage:** Well suited for unique requirements, such as a limited amount of space to accommodate a product.
- **Disadvantages:** Can be restrictive. Not well suited for off-the-shelf items; may not allow for advances in technology.

The Design specification focuses on the physical and dimensional requirements of a product, as well as how it is actually fabricated. Many times when this type is used, the requested item is not available “off the shelf” and must be manufactured specifically to meet the needs of the user. The Design specification is commonly used for equipment, machinery, and vehicles.

When used alone, this type can often restrict competition by eliminating the consideration of similar products because of minor differences in size or construction. To increase flexibility and allow for more competition, design requirements can be expressed using minimum and maximum values. This allows features to compete within ranges rather than meeting requirements with precision. Below is an example:

**Commercial heavy-duty 27-lb. washer extractor with non-coin operated push-button controls. 10” riser frame and anchors, rust resistant metal frame with 12/quant 1/2” pre-drilled holes for anchoring. Must include 304 stainless cabinet front, sides, and top as well as inner and outer tubs. Machine dimensions to be 37” deep maximum and 30” wide maximum.**

Anytime competition is restricted, justification must be provided explaining why the specifications must be met exactly. In the previous example, the dimensional requirements could restrict competition by possibly eliminating “standard” size washing machines from consideration. This can be justified by the fact that the laundry facility will only accommodate a washer of the requested size.

When requesting items of a specific size that must be manufactured to your specific needs, it is very important that the dimensions given are accurate! If a vendor provides a product manufactured specifically to dimensions we’ve provided and the product does not “fit”, an agency may be forced to accept and pay for a product that cannot be used. To ensure accuracy, vendors may be requested to do an on-sight inspection and measurement before providing a response.

### **Performance/Functional**

- **Advantages:** Encourages competition because the end product may be achieved by different means, and can be a very useful tool for large ticket items for which there is very little competition. Also, this type allows end user to focus on needs rather than wants, and provides accommodation for advancements in technology.
- **Disadvantages:** Sometimes difficult to articulate “absolute” needs.

Specifications written as “Performance” or “Functional” are not as detailed as far as design or physical dimensions, but focus instead on the result of the product’s performance or what it should accomplish. By placing more emphasis on the functional requirements, unnecessary “frills” are avoided (which usually keeps cost lower) and the requested product is less likely to become obsolete.

This type of specification tends to promote rather than restrict competition, because it allows any product that can meet the functional requirements to be considered. Below is an example.

**Electronic Parking Garage Access/Security System – System must allow assigned users entrance and exit without aid of an attendant 24 hours per day, seven days per week by use of access card, assigned personal code, or approved alternate method. System must log year, date, and time of each entrance and exit according to user, with the ability to provide reports of this information. System must accommodate in excess of 1,500 users. System must offer emergency power supply backup in the event of power failure.**

In this example, the functional requirements have been described, but how those requirements are to be met is left up to the vendor.

## Specification Formatting

When writing specifications, there are two basic ways to display the specification requirements. These formats are referred to as “Equipment” and “Paragraph.”

### Equipment Format

The Equipment format uses a series of brief sentences describing each individual requirement. The sentences are followed by “Yes” and “No” checkboxes or blanks for vendors to indicate whether or not they can meet the specific requirement. For more complicated specifications, the sentences should be organized into categories identifying the major components. Below is an example.

#### ENGINE:

3-cylinder, 4-cycled, vertical overhead valve, liquid-cooled diesel engine  
with min. 24 HP (18.6kw) rating. Min. 57 cubic inch displacement.  
Engine produces 36 foot pounds of torque to ensure capability of  
Climbing hills and mowing uneven slopes.  
(etc.)

Yes\_\_\_\_ No\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_

#### ELECTRICAL:

12-volt battery with min. 500-CCA or 450-amp hour min.  
35-amp alternator, 40-amp manual reset circuit breaker.  
Dash-mounted ignition switch.

Yes\_\_\_\_ No\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_

#### TIRES/WHEELS:

Two front drive tires 23x8.50-12 or 23X10.50-12, tubeless, extra  
Traction treads. 4-ply rating.  
Two rear steering tires, 16.6.50-8, rib tread, 4-ply rating.  
(etc.)

Yes\_\_\_\_ No\_\_\_\_

Yes\_\_\_\_ No\_\_\_\_

The Equipment format is the preferred format for several reasons:

- Sets out clearly the important aspects of the purchase.
- Allows important traits to be highlighted.
- Helps vendors avoid missing or skipping a requirement.
- Requires vendors to be more cautious.
- Holds vendors accountable for their responses.

When using this format, remember to keep requirement sentences or statements brief and “to the point,” placing the emphasis on the requirement.

## Paragraph Format

The Paragraph format lists specification requirements using brief sentences or statements written in paragraphs (like in newspapers or novels). As with the Equipment format, similar requirements should be organized into categories identifying the major components. However, this format is recommended for simpler items only. The Equipment format, being the preferred format, is recommended for more complex specifications. Below is an example.

### **MEN'S BROADCLOTH NIGHTSHIRTS**

Polyester and cotton blend (65/35 or 50/50) broadcloth. Full cut with raglan sleeves (sleeve length to be approximately 20 inches from neck to bottom of sleeve.). Open down back with 7 stainless steel grippers, crush resistant for closing. Reinforced all around the neck. Mid-calf length with shirttail hem. Bottom hem to be sewed with 8 – 10 stitches per inch. Sleeves/under arm sewn on 5-thread safety stitch serger. From top gripper to bottom of hem must be approximately 45 inches long. Solid pastels shall include colors such as light blue, mint green, yellow, lavender or similar shades. (No solid tan, black, red, navy, bright green, white or brown.) Small flowered prints are available in cheerful colors and patterns. Large variety of colors and patterns shall be provided. All clothing must contain permanent factory label stating factory contents and size. Techni-Flair or equal. Sizes include X and XX Lg.

## Special Considerations for Printing Specifications

### State Forms

All specifications (and artwork) for State forms are written and maintained by the Commission on Public Records, Forms Management Division. Questions about the specification sheet for a State form should be directed to the Forms Management Specification Writer listed at the bottom of the specification sheet. (For an example of a State Form Specification Sheet, refer to **Attachment Supplement, Exhibit A.**)

### Non-State Forms

Specifications for non-State forms (including pamphlets, brochures, newsletters, etc.) and other printing jobs should be written by the requesting agency. Printing of non-State forms may require the services of a design firm. The "design" is a separate purchase from the printing purchase. Bidders should be solicited for the design work and an award made. When the design is completed, it can then be used as a sample/artwork for the printed materials needed.

When designing of the material to be printed is necessary, consider the following:

- **Budget:** Is the cost of the design work in addition to the printing costs being considered? Are sufficient funds available for the total cost of the project?
- **Photographs:** Should photos be incorporated into the design of the material?
- **Clip Art (pre-designed artwork) vs. Custom Artwork:** If the design requires illustration, is Clip Art acceptable, or will the services of an artist be needed for customization?

## Specifications with Equipment Trade-ins

State property may be used as a trade-in towards the purchase of a new item if the specifications are written instructing bidders to include the trade-in allowance in their response to the solicitation. A contact person and phone number (if different than the buyer) should be provided so that bidders may arrange a time to view the item to be considered if necessary.

Please also see *State Surplus Requirements*, pg. 56, for detailed information and procedures involving trade-ins.

## **Assistance with Writing Specifications**

If assistance is needed with writing specifications, please contact Margo Hood, the Procurement Division Specification Writer, at [mhood@idoa.IN.gov](mailto:mhood@idoa.IN.gov) or 317/232-3198. If specification needs are specific to printing, please contact Susie Smith, the IDOA Procurement Division Printing Buyer, at [ssmith@idoa.IN.gov](mailto:ssmith@idoa.IN.gov) or 317/232-3050. In addition to writing specifications, both maintain files of existing specifications that could possibly be revised or customized for specific needs.

Vendors can often be a resource for researching and developing specifications, but should be consulted with caution, however, as they may try to encourage the development of specifications that are restrictive and proprietary to the products and services they specifically offer.

## CREATE A REQUISITION

All purchases from State Resources and QPAs, regardless of dollar amount, must be initiated by creating a “catalog” requisition in PeopleSoft eProcurement. The products and services available from these sources can be located and selected from the ePro catalog using search criteria such as an item description.

All other commodity, printing, and contract purchases \$500 and above must be initiated by creating a “Special Request” requisition in PeopleSoft eProcurement. Requisitions for these purchases will require an estimate representing the anticipated *approximate* cost for each line item, and will not necessarily match the price quotes received from solicited bidders.

### Identify Delivery Requirements at the Requisition

The requisition will require that a delivery date is specified. For purchases less than \$5,000, the date should be at least 7 days from the date that the phone quotes were taken or 7 days from the anticipated Request for Quotation Opening Date.

For purchases \$5,000 or more, a minimum of 15 days from the anticipated RFQ Opening Date should be allowed.

When specifying beginning dates for contract purchases, a minimum allowance of 45 to 60 days from the RFQ Opening Date should be listed in consideration of signature routing required for contract purchases.

All information entered when creating the requisition will electronically copy to the PeopleSoft Request for Quotation (RFQ) used for soliciting bidders, and/or eventually to the resulting purchase order. It's important to be certain that all pertinent information is included.

Instruction for creating requisitions in PeopleSoft eProcurement is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>.

## REQUISITION ROUTING PROCEDURES and SPECIAL APPROVALS

Requisitions “Saved and Submitted” through PeopleSoft are routed electronically to the necessary approval authorities within each agency, and then to any necessary external approval authorities based on the United Nations Standard Products and Services Codes (UNSPSC) identified. (For more details about UNSPSC, see General Information, UNSPSC Codes.) Selecting the correct UNSPSC code is critical to assure proper routing. An agency found to be applying incorrect UNSPSC codes to avoid special approval routing risks losing purchasing authority.

### Printing Purchases

All printing purchase requests, regardless of dollar amount, must follow a required approval routing process. Based on statutory requirements, the process provides an opportunity for the Indiana Commission on Public Records to fulfill their obligation to complete a review of State forms, as well as offering IDOA Central Printing and PEN Products the option to produce the printing job if possible. If it's not possible for either of these sources to produce the materials, the request will be returned to the agency for solicitation of private sector bidders. **THERE IS NO EXCEPTION TO THE REQUIRED APPROVAL/ROUTING PROCESS FOR ANY PRINTING PURCHASE.**

#### The Routing Process

##### STEP 1 Indiana Commission on Public Records (ICPR)

Any publication that uses a state form as a sample, or any form that uses the state seal or state flag image must be routed to the Indiana Commission on Public Records (ICPR). If the request is for a non-State form, it may be routed directly to Central Printing and PEN Products.

*The ICPR Forms Management Division is a multi-functional organization established to increase productivity, prevent unnecessary new forms and unauthorized forms that do not meet design standards, and provide administrative control. They are also responsible for reducing various costs through standardization and ensuring the adequacy of all historical, legal, and business records.*

*Information detailing the functions, benefits, and requirements of the ICPR Forms Management Division, are found in the Forms Coordinator Handbook and/or on their Webpage at <http://www.in.gov/icpr/webfile/formsdiv/homepage.html>.*

*For information about a specific state form and its use, contact the Forms Coordinator for the agency to which the form is submitted. For assistance with legal or technical requirements of creating and printing state forms, contact Forms Analysis at 317/232-2900. For assistance with electronic/digital forms, call 317/232-5929. For original design or revision of state forms, contact Forms Design at 317/232-3377.*

When the PeopleSoft requisition for a printing purchase is "saved and submitted," it will be routed electronically to the Commission on Public Records (CPR) for approval. **IT IS ALSO NECESSARY TO PRINT AND FORWARD A HARD COPY** for State forms only. Also, include two (2) samples of the material to be printed. If this is a new item that has never been printed, a layout or proof is helpful. **Send the hard copy requisition, specifications, and artwork (or samples) to:**

**Indiana Commission on Public Records  
Forms Management Division  
402 W. Washington St., Room W472  
Indianapolis, IN 46204**

The ICPR Forms Management Division will review the request and determine if it is for a new form, a revised form, or a reprint of an existing form. If it is a State form, CPR will write/attach the specifications. **DO NOT SOLICIT QUOTATIONS FOR PRINTING A STATE FORM WITHOUT THE SPECIFICATIONS PROVIDED BY FORMS MANAGEMENT.**

#### **The Routing Process STEP 2 Central Printing**

After ICPR review, the requests will be routed to Central Printing.

*A division of the Department of Administration, Central Printing assists State and local agencies with designing, duplicating, and printing needs, in an efficient, effective, and economical manner. Services offered include up-to-date duplicating services utilizing a web submission system, and a 24-hour turnaround for standard 8 1/2" x 11" duplicating jobs.*

*The self-supporting printing facility includes pre-press, eight offset presses with multi-color capabilities, four high speed duplicators, bindery services, and engineering services with the ability to copy 25x36 blue prints. Customer service, accounting, and review of all printing requests are completed by experienced personnel allowing them to assist with all agency printing demands.*

If they are unable to meet the specifications, PEN Products will then be offered the same opportunity.

Throughout the review process, Central Printing maintains the responsibility of routing the printing requests to the proper destination after they leave the Commission on Public Records. Inquiries regarding the location of a printing request that has been submitted should be directed to Central Printing at 317/233-5739.

#### **The Routing Process STEP 3 PEN Products**

Having been turned down by Central Printing, PEN will review the request.

*Using technologically complete, state of the art equipment and processes, PEN is prepared to tackle the most demanding printing requests. They offer a variety of printing services, including four-color process, letterhead, continuous forms, carbonless sets, pamphlets, certificates, brochures, manuals, envelopes, and more.*

*For more information regarding the printing services offered by PEN, contact Dawn Morgan at [dmorgan@doc.in.gov](mailto:dmorgan@doc.in.gov), 317/388-8580, ext. 471, or 800/736-2550.*

#### **The Routing Process**

#### STEP 4 Request Returned to Agency

If it is determined that neither Central Printing nor PEN can meet the requirements, the request will be returned to the agency. Public solicitation will be either processed by the agency or IDOA depending on the agency's delegation and the solicitation amount.

## Commodity Purchases

The purchase of items classified within any of the three following categories must be approved by the agencies specified below. Based on the category (UNSPSC) code(s) identified on the PeopleSoft requisition, the purchase request will be routed for approval electronically.

- **Telecommunications equipment** – Indiana Office of Technology (IOT) at 317/232-3171
- **Microfilm equipment and paper shredders** – Commission on Public Records (CPR) 317/233-1713 (Fax)
- **Computer hardware and software** – Indiana Office of Technology (IOT) 317/232-3171

IOT approval is required when purchasing computer hardware or software and the item is available on QPA, but does not meet specification requirements.

## Copiers, Printers, Fax Machines, Scanners, and Multifunction Devices (MFD)

When planning to purchase or lease this type of equipment, consolidation of features is recommended and should be considered. The QPA contract currently offer machines with the ability to copy, print, fax, and scan with a single piece of equipment. This consolidation of features uses much less energy, resulting in cost savings.

**ALL** purchases of copiers, printers, fax machines, and scanners require IDOA Procurement Division review and approval, regardless of dollar amount. This requirement is applicable to ALL State agencies for ALL equipment regardless of the processing and/or printing speed.

The ePro requisition created must list justification and very specifically explain the need for new equipment. **The information outlined below MUST BE PROVIDED to IDOA for review of these purchases. Responses to all six questions and statements are required.** Please direct questions to Kathy Harrington at 317/232-8115 or [kharrington@idoa.IN.gov](mailto:kharrington@idoa.IN.gov).

- List the make, model number and speed in pages/copies per minute (ppm/cpm) of the machine requested.
- Provide the actual monthly images/prints by month, including overages, for the past 12 months. If special projects occur during the year, please list those, also. This will help with our overall understanding of your peak periods and processes.
- Will this equipment be networked? If not, please explain.
- How many other printers, copiers, facsimiles, and scanners are currently at this location? Please provide the make, model and purchase and/or installation dates for the equipment listed, as well as the approximate number of employees using each machine.
- Does it replace an existing copier, facsimile, MFD, or printer, or is this an additional machine? If replacing equipment, please provide the Make, Model, Serial Number and speed in pages/copies per minute of machine(s) being replaced.
- Part of this evaluation is related to consolidation of use. Are there plans to eliminate any printers, copiers, facsimiles, or MFDs at this time or once they quit working? If so, please provide the estimated timeline for that reduction in equipment.

## **COMPETITIVE SOLICITATION NOT REQUIRED** ***Purchases less than \$500 only***

The requirement to purchase items available on QPA, through PEN Products, or from IN-ARF work centers is applicable regardless of the purchase dollar amount. Items available from these sources must be purchased from these sources unless proper justification is provided.

When purchasing products or services not available from State Resources, IDOA permits commodity, printing, and procurement contract purchases less than \$500 to be made without soliciting competition. This policy exists to provide an opportunity to purchase from local suppliers and reduce administrative/processing costs for minor purchases. It is very important to continue purchasing recycled content products and to include the minority and woman-owned business community whenever possible.

When making contract purchases within this dollar allowance, it is important that the correct contract accompanied by a hard copy PeopleSoft requisition is sent to IDOA Procurement for signature, even though seeking competitive quotes is not required. **ALL CONTRACTS MUST COME TO THE DEPARTMENT OF ADMINISTRATION FOR SIGNATURE. NO EXCEPTIONS.**

The dollar limit of less than \$500 defined by the "No Competition" policy is not affected by or related to the single purchase limit of SDO accounts. The rule also does not supersede **agency** internal policies that impose lower dollar amount restrictions for non-competitive purchases.

An authorized procurement agent must approve all purchases. If the agency doesn't know the designated procurement agent, contact the IDOA Procurement Division at 317/232-3032 for assistance.

## **COMPETITIVE SOLICITATION METHODS** ***Purchases \$500 or More***

A competitive solicitation method is required for all purchases \$500 or more, and begins after considering the State Resources, defining the type of purchase, writing the specifications, creating the requisition in PeopleSoft, and the requisition completing the required routing process for all necessary approvals.

The estimated total dollar amount of the purchase is the factor used to determine which solicitation method is required.

<h3><b>PURCHASES \$500 TO \$5,000</b></h3>
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### **Telephone Quotes**

#### **Commodities except Printing and Contracts \$500 to \$5,000**

As a method of soliciting competitive pricing, contacting at least three bidders by phone or email and requesting price quotes is acceptable for commodity purchases with an estimated total dollar amount less than \$5,000.

The company names, price quotes received, date of the conversation, persons talked with, and the basis for recommending/making an award should be documented using State form 43464 (Record of Telephone Price Quotations) Attachment P. This same information must be entered in the Justification field of the PeopleSoft eProcurement requisition. Instruction for processing eProcurement requisitions is available at <http://www.in.gov/idoa/services/proctraining/>.

***If the resulting award price of the telephone quotation process is more than \$2,500, the awarded vendor must complete a solicitation package (as required when soliciting written quotations) and provide the required signatures.***



## Procurement Contracts \$500 to \$2,500

As a method of soliciting competitive pricing, contacting at least three bidders by phone or email and requesting price quotes is acceptable for Procurement Contract purchases with an estimated total dollar amount less than \$2,500.

The company names, price quotes received, date of the conversation, persons talked with, and the basis for recommending/making an award should be documented using State form 43464 (Record of Telephone Price Quotations) Attachment P. This same information must be entered in the Justification field of the PeopleSoft eProcurement (ePro) requisition. Instruction for processing ePro requisitions is available at <http://www.in.gov/idoa/services/proctraining/>. The awarded vendor must complete the correct Streamline contract package.

*Procurement contract purchases with an estimated dollar amount more than \$2,500 require solicitation according to the procedures outlined in the section **Purchases \$5,000 to \$25,000** beginning on page 19.*

## Printing \$500 - \$5,000

**Telephone quotations are NOT permitted** as the competitive solicitation method **for printing purchases** regardless of dollar amount. Solicitation of competitive pricing must be done in writing as outlined in the next section.

## Informal Written Quotes

### COMMODITIES AND PRINTING \$500 to \$5,000 PROCUREMENT CONTRACTS \$500 TO \$2,500

If the decision is made to solicit competitive price quotes in writing, commodity and printing purchases less than \$2,500 **DO NOT require** the entire solicitation package as mandated for all purchases \$2,500 and above. Written quotes may be solicited using the PeopleSoft Request for Quotation (RFQ) form and the Terms and Conditions document (**Attachment Supplement Exhibit A**) available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>. **All solicitations requiring a procurement contract must have a complete Streamline Contract package completed by the awarded vendor.**

### STEP 1: *Create the RFQ*

The requisition created in PeopleSoft initiating the purchase to be made should be copied to a PeopleSoft RFQ once it has successfully completed the required approval routing and the Budget Check status is Valid. The RFQ should be manually assigned the same number that was automatically assigned to the requisition for tracking purposes.

Instruction for completing the PeopleSoft process is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>.

- **Open and Close Date Requirements**

When preparing the RFQ in PeopleSoft, a specific date and time that bidder responses are sent and must be returned is required. The "Open Date" is the approximate date that the solicitation is sent to the prospective bidders; the "Close Date" is the date and time that bidder responses are due.

As telephone quotations are acceptable for commodity purchases within this dollar amount, written bidder responses within this dollar amount may be requested as quickly as needed. Sundays or holidays within the requested time frame should be considered and excluded when specifying the date and time that responses are due.

- **Selecting Bidders to Solicit**

Bidders (vendors) in PeopleSoft are organized into Quote Groups according to product/service categories (UNSPSC Codes) that they identified at the time of registration; MBEs, WBEs, and Small Businesses are easily identified within each group. Each Quote Group also includes a Public Notice to Vendor which can be selected for soliciting businesses that are not listed in PeopleSoft.

The procurement agent or designee must select **at least three vendors** to solicit for all purchases \$500 or more.

Instruction for accessing vendor quote groups and selecting vendors in PeopleSoft is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>.

All agencies are responsible (and will be held accountable) for meeting the State's goals for minority and woman-owned business participation. The goals can be found at [www.in.gov/idoa/minority](http://www.in.gov/idoa/minority). Each agency may work toward accomplishing these goals at their own discretion. IDOA encourages each agency to include MBEs, WBEs, and Small Businesses in solicitations whenever possible.

## **STEP 2: Prepare and Send the Solicitation**

After the RFQ has been created from the requisition in PeopleSoft and bidders selected for solicitation, the RFQ Dispatch process must be run to generate hard copy forms for each bidder selected. The **RFQ form** and the Terms and Conditions document may be emailed, faxed, or mailed to prospective bidders. The same method for dispersing the request should be used for all bidders solicited.

*Although the solicitation package of standard forms is not required for solicitations within this estimated dollar amount, if the procurement agent or designee chooses to include them with the RFQ and Terms and Conditions, all information contained in the bidder responses returned **must** be considered during evaluation.*

## **STEP 3: Follow-up If Required**

If the award resulting from the solicitation process is a cost **more than \$2,500**, the **awarded vendor must be contacted and asked to complete the solicitation package** (see Assemble the Solicitation Documents, pg. 33.) and provide the required signatures.

All quotation information received from bidders is considered confidential until an award has been made and the vendor has accepted.

## **PROCUREMENT CONTRACTS \$2,500 to \$5,000**

*Procurement contract purchases with an estimated dollar amount more than \$2,500, including maintenance and software, require **formal solicitation** according to the procedures outlined in the section **Purchases \$5,000 to \$25,000** beginning on page 19.*

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## PURCHASES \$5,000 TO \$25,000

### *Procurement Contracts \$2,500 to \$25,000*

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## Formal Written Quotes

The Request for Quotation (RFQ) form and the standard forms for solicitation (referred to collectively as the “solicitation package”) is required as the instrument for soliciting competitive price quotes based on the type of purchase and estimated total cost within the parameters below.

- **Commodities and Printing:** \$5000 - \$25,000
- **Procurement Contracts:** \$2,500 - \$25,000

*If seeking competitive quotes is not possible, documentation must be provided in the ePro requisition Justification field explaining the specific circumstances.*

**Note: Commodities, Printing and Contracts have very distinct and separate solicitation packages, make sure you are using the correct solicitation package for what you are soliciting.**

### STEP 1: *Create the RFQ*

The requisition created in PeopleSoft initiating the purchase to be made should be copied to a PeopleSoft RFQ once it has successfully completed the required approval routing and the Budget Check status is Valid. The RFQ should be manually assigned the same number that was automatically assigned to the requisition for tracking purposes.

Instruction for completing the PeopleSoft process is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>.

- **Open and Close Date Requirements**

When preparing the RFQ in PeopleSoft, a specific date and time that bidder responses are sent and must be returned is required. The “Open Date” is the approximate date that the solicitation is sent to the prospective bidders; the “Close Date” is the date and time that bidder responses are due.

For purchases estimated to be over \$5,000, bidders must be given at least seven days to respond excluding Sundays or holidays. This must be able to be verified based on the difference between the Open Date and Close Date identified on the RFQ.

- **Delivery Requirements**

When specifying the required delivery date for commodity and printing purchases, a minimum of 15 days from the RFQ Opening Date should be allowed.

When specifying beginning dates for contract purchases, a minimum allowance of 45 to 60 days from the RFQ Opening Date should be listed in consideration of signature routing required for contract purchases.

- **Additional Information for Bidders**

PeopleSoft offers users the opportunity to add instructions or information bidders may need to provide a complete response to solicitations in the form of Header and Line Comments. Header Comments entered will print on the RFQ form before the line items are listed. Line Comments will print immediately following the line item it's associated to.

Solicitations for **printing purchases** may require bidders to be furnished with samples or artwork. These types of things should not be included in the Solicitation Package. Instead, the location and specific times the samples are available for viewing should be entered on the PeopleSoft RFQ as a Header Comment.

In addition to allowing manual comments to be entered as needed, PeopleSoft also stores frequently used standard comments organized into specific categories available to be selected and copied to requisitions,

solicitations, and purchase orders. These comments, too, may be added as Header information or to specific line items.

### **Indiana Small Business Compliance Restrictions**

To insure that bidders are aware of compliance restrictions imposed by claiming the Indiana Small Business Preference, the Standard Type (Bid) and the Comment ID (ISBP) should be ALWAYS be selected as a Header Comment and copied to the Request for Quotation before bidders are solicited. The language (below) indicates to bidders the constraints involved when an award is based on this preference having been claimed:

**Select PeopleSoft Standard Comments:** Std Type: **BID**  
Comment ID: **ISBP**

#### **NOTICE TO INDIANA SMALL BUSINESS BIDDERS**

The vendor assures that if they are receiving this award based on the Indiana Small Business Preference that the vendor will be performing a minimum of 80% of the work involved with their own forces. This contract is not assignable either in whole or in part, nor shall it be subcontracted after award without the State's prior written consent.

By signing the certification page of the solicitation package you are certifying adherence to all bid requirements as well as the above notice.

### **Federal Funding Source Considerations**

If the purchase to be made is intended to be paid for using federal funds, special attention must be given to the fact that some federal grants do not allow geographic preferences (see Preferences, pg. XX) to be considered in solicitation evaluations. The Standard Type (BID) and Comment ID (FEDE) should be selected as a Header Comment to inform bidders that evaluation criteria inconsistent with federal regulations will not be considered.

**Select PeopleSoft Standard Comments:** Std Type: **BID**  
Comment ID: **FEDE**

If any one or more of the listed criteria on which the responses to this quote or bid will be evaluated are found to be inconsistent or incompatible with applicable federal laws, regulations or policies, the specific criterion or criteria will be disregarded and the responses will be evaluated without taking into account such criterion or criteria.

If comments entered are to be visible to bidders and printed on hard copy documents, be sure to click the Send to Vendor checkbox below the Comments field when the text is selected or entered manually.

If there are specific instructions or language used frequently that's not currently available, please contact the IDOA Procurement Division to discuss creating standard comments specific to your needs.

## Insert Procurement Contract Language (If applicable)

When creating an RFQ for contract purchases, specific language applicable to the type of services being purchased must be included. Frequently used language (referred to in PeopleSoft as Standard Comments) is available to be selected in PeopleSoft, organized by specific text (Comment ID) within more general categories (Standard Type). The comments may be added as Header information or specific to line items.

For the purpose of creating this type of solicitation, required contract language should be added as Header Information. The Standard Type and Comment ID that should be selected to insert the required language is identified in the following list of requirements.

- **ALL Solicitations for Services**

**Select PeopleSoft Standard Comments:** Std Type: **SER**  
Comment ID: **ESTC**

This is a request to establish a Contractual Agreement for *(short description of the type of) Services*. Contract commencing *(beginning date)* or from date of last State signature, whichever is later and ending *(ending date)* or one year after the State's last signature, whichever is later. By mutual consent of both parties, contract may be renewed. The term of the contract, including any renewals, may not exceed four (4) years. Prices may be listed in the unit requested (per\_\_\_\_ *(this is generally month but should match the unit of measure on the quote)*). Prices listed above and beyond what is requested may not be considered and shall be reason to reject bid/quote. Prices must be inclusive of all applicable charges.

Per the attached contract, Attachment A is the RFQ page(s) that details the service(s) being requested by the agency and any parts thereto are hereby incorporated by reference and made a part of the resulting agreement.

- **Solicitations for Trash Services**

**Select PeopleSoft Standard Comments:** Std Type: **SER**  
Comment ID: **TRAS – Trash Contracts/Landfill**

Per 25 IAC 1.1-1-17, the rate for solid waste removal services set out herein shall be composed of two components:

- (1) The fee charged by the contractor for services in provisions of containers and removal and hauling of the waste.
- (2) The pass-through of any landfill or incinerator charges incurred by contractor.

The contractor's fee shall remain fixed for the full term of the contract. However, upon presentation of written verification that the landfill or incinerator operator has increased or decreased the landfill or incinerator charges, the disposal change component of the agreement will be increased or decreased to match the new rates.

Written verification from the disposal site on letterhead stating the specific dollar amount of the increase or decrease (i.e. per ton or per cubic yard) must be submitted to the service location business office.

Contractor must indicate what landfill they will be using, and please provide the address and phone number.

- **Postage Meter**

**Select PeopleSoft Standard Comments:** Std Type: **SER**  
Comment ID: **POST – Postage Meter**

Vendor must include all postage by phone reset charges, if applicable, and the number of resets included per month, if any, in the above maintenance charges.

Resets \$\_\_\_\_\_ each \_\_\_\_\_ per month.

- **Pest Control Services**

**Select PeopleSoft Standard Comments:** Std Type: **GTG**  
Comment ID: **PEST – Pest Control**

As part of the Governor's Greening the Government initiative, the State of Indiana is looking at utilizing an Integrated Pest management system to rid building of pests without using chemical controls. In addition to bidding on the scope of work/specifications enclosed, the vendor is required to include pricing and a plan to control pest without utilizing chemical controls such as spraying and fogging.

**Select PeopleSoft Standard Comments:** Std Type: **BID**  
Comment ID: **MSDS**

Material Safety Data Sheets must be supplied for all pertinent products, with delivery, in order to comply with OSHA hazard communication rules. Failure to ship MSDS with the product will result in holding all invoices for payment until we receive the Material Safety Data Sheets.

- **Janitorial Services**

**Select PeopleSoft Standard Comments:** Std Type: **GTG**  
Comment ID: **CLN – GTG Language for Cleaning**

All cleaning chemicals and supplies shall meet or exceed Green Seal third-party certification as environmentally-preferred cleaning products. Visit <http://www.greenseal.org/certproducts.htm#cleaners> for a current listing of certified products. To assure the health and safety of all building occupants, all cleaning chemicals and supplies shall be properly used by cleaning staff trained in Green Cleaning methods. A variety of informative Green Cleaning fact sheets can be found at <http://www.wrppn.org/Janitorial/factsheets.com>.

**Select PeopleSoft Standard Comments:** Std Type: **BID**  
Comment ID: **MSDS**

Material Safety Data Sheets must be supplied for all pertinent products, with delivery, in order to comply with OSHA hazard communication rules. Failure to ship MSDS with the product will result in holding all invoices for payment until we receive the Material Safety Data Sheets.

## **STEP 2: Select Bidders to Solicit**

Bidders (vendors) in PeopleSoft are organized into Quote Groups according to product/service categories (UNSPSC Codes) that they identified at the time of registration; MBEs, WBEs, and Small Businesses are easily identified within each group. Each Quote Group also includes a Public Notice to Vendor which can be selected for soliciting businesses that are not listed in PeopleSoft.

The procurement agent or designee must select **at least three vendors** to solicit for all purchases \$500 or more.

Instruction for accessing vendor quote groups and selecting vendors in PeopleSoft is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>.

All agencies are responsible (and will be held accountable) for meeting the State's goals for minority and woman-owned business participation. The goals can be found at [www.in.gov/idoa/minority](http://www.in.gov/idoa/minority). Each agency may work toward accomplishing these goals at their own discretion. IDOA encourages each agency to include MBEs, WBEs, and Small Businesses in solicitations whenever possible.

## **STEP 3: Select and Prepare the Correct Contract Package** (for Procurement Contract Purchases)

Contract documents appropriate for each type of purchase being made qualifying as a Procurement Contract have been incorporated into solicitation packages including all forms required for competitive solicitation. Each of the packages is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/>.

Boilerplate language has been alphabetized and numbered for ease of use. The procurement agent or designee should complete the areas of the contract identifying the State agency making the purchase, the contractor duties, term of the contract, etc. as required in the designated areas provided before sending the solicitation to bidders. If an area does not apply, mark it as not applicable (N/A). Any areas left blank could result in the contract being rejected and returned for correction.

## Standard Contract Clauses

The following terms and conditions/standard clauses are found in all Procurement Division contracts; the State Addendum, Contract for Services, Equipment Lease Agreement (Rental), and the Equipment Lease Purchase Agreement (Lease to Own.) Each of these contracts also require unique clauses specific to the type of contract as explained in detail on page 29.

Indiana law requires the inclusion of certain language in all contracts. From a business perspective, the nature of the purchase may necessitate the need for clauses not required by law to further protect the interest of the State. The clauses identified as **MANDATORY** may not be changed or removed from the contract document by the agency or vendor. Those identified as **NON-MANDATORY** may be removed with caution when necessary, as careful consideration should be given to the type of purchase being made, and the increased risk of vulnerability to the State with removal of any clause.

### Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this agreement. They shall make such materials available at their respective offices at all reasonable times during the contract period, and for three (3) years from the date of final payment under the contract, for inspection by the State or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the State if requested.

**NON-MANDATORY** – Ensures the contractor maintains all documentation regarding the cost of the contract and will keep it available to us for three (3) years.

### Assignment

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

**NON-MANDATORY** – Prevents the contractor from subcontracting the contract without the State's consent, as well as binding the vendor's subcontractor to the terms and conditions should an assignment be allowed.

### Audits

Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

**NON- MANDATORY** – Allows the State Board of Accounts to audit the money paid on this contract.

### Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

**MANDATORY** - Validates that the person signing on behalf of the contractor is authorized to bind them to this agreement.

### Changes in Work

In the event the State requires a major change in the scope, character or complexity of the work after the work has begun, adjustments in compensation to the Contractor shall be determined by the State in the exercise of its honest and reasonable judgment. The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

**NON- MANDATORY** – Protects the State from unauthorized changed and is consistent with 4-13-2-14.2 that states all contracts are to be written.

### Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of rules or regulations hereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq., the regulations promulgated there under, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12.

C. The Contractor certifies by entering into this Contract, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current or pending or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Contract and any supplements or amendments.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

I. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the Contract, even if IC 24-4-7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) will not violate the terms of IC 24-4-7 for the duration of the Contract, even if IC 24-4-7 is preempted by federal law.

**MANDATORY** – The Contractor is expected to know all applicable laws. The above is a list of general clauses and applications that apply to all contractors.

### Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state, or local statute, ordinance, rule or regulation.

**NON – MANDATORY** – *Requires the vendor to perform the services within reasonable satisfaction and in accordance with all statutes. Protects the State from paying for work deemed unsatisfactory.*

#### **Confidentiality of Data, Property Rights in Products, and Copyright Prohibition**

The Contractor agrees that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this contract shall be the property of the State. The Contractor shall take such action as is necessary under law to preserve such property rights in and of the State while such property is within the control and/or custody of the Contractor. By this contract, the Contractor specifically waives and/or releases to the State any cognizable property right of the Contractor to copyright, license, patent or otherwise uses such information, data, findings, recommendations, proposals, etc.

**NON-MANDATORY** – *Requires that all information developed for the State become and remain property of the State at the end of the contract term.*

#### **Confidentiality of State Information**

The Contractor understands and agrees that data, materials, and information disclosed to Contractor may contain confidential and protected information. The Contractor covenants promises and assures that data, material, and information gathered, based upon, or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to others or discussed with third parties without the prior written consent of the State.

**NON – MANDATORY** – *Requires the contractor to keep confidential and protected information, if provided to the contractor to perform their duties confidential unless specifically given approval in writing to disclose.*

#### **Conflict of Interest**

As used in this section:

"Immediate family" means the spouse and the un-emancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- A. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- B. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- C. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

**MANDATORY** - *Indiana Code section 4-2-6-8 requires certain person to file the disclosure of interests in contracts. This protects the State in anyone contractor having a direct tie to the work being performed.*

#### **Continuity of Services**

- A. The Contractor recognizes that the services under this contract are vital to the State and must be continued without interruption and that, upon contract expiration, a successor, either the State or another Contractor, may continue them. The Contractor agrees to:
  1. Furnish phase-in training, and
  2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
  1. Furnish phase-in, phase-out services for up to sixty (60) days after this contract expires, and
  2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**NON – MANDATORY** – *Protects the State should there be a contractor-provided service that is critical creating a necessity for the current contractor to work with the new contractor in a phase-in approach.*

#### **Debarment and Suspension**

A. The Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any recumbent, paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the sub-contractor for work to be performed under this Contract.

**NON-MANDATORY** – *Requires the contractor to certify that the company is not debarred or suspended from doing business with any Government Agency. It also further states that they have verified that any subcontractors receiving funds under this contract are currently in active status, while the contractor is completely responsible for them.*

#### **Default by State**

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, then the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect all monies due up to and including the date of termination.

**NON- MANDATORY** – *Gives the contractor the right to cancel if the State fails to cure any breach of the contract.*

#### **Disputes**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
  1. The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.



3. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

**NON-MANDATORY – This is a very important clause recommended for use in every contract. This gives the State and the Contractor an avenue to settle grievances, rather than terminating the contract. No authority can replace that of the Commissioner of the Indiana Department of Administration. It is sometimes helpful to reinforce to the Contractor that this procedure is merely to assist the State in determining true conflicts from mere misunderstandings, and that the decision of the Commissioner is non-binding.**

#### Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**MANDATORY –Required by Executive Order number 90-5, this clause must be included. (Note that it was modified in 2005 applying only to incidents with Contractor's employees within the State of Indiana.)**

#### Employment Option

If the State determines that it would be in its best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or employee.

**NON- MANDATORY – Gives the State the right to hire employees of the contractor with no cost to the employee or State.**

#### Force Majeure

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this contract.

**NON-MANDATORY – Protects both the State and the contract in the event that a natural disaster of any sort should occur rendering either party unable to perform their duties.**

#### Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**MANDATORY – Indiana Code section 5-22-17-5 protects the State should the funds not be appropriated or otherwise available to continue the contract, and would only be invoked should the funds no longer be available.**

#### Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

**MANDATORY – Indiana Code section 34-13-2-3 (d) makes it a requirement that any type of suit brought against the State must occur in the State of Indiana.**

#### Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officers, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

**MANDATORY – Indiana Constitution, Article X, Section 3 provides that no money shall be drawn from the Treasury but in the pursuance of appropriations made by law. Indemnification provided to a contractor is in essence making an obligation of funds which have not been appropriated.**

#### Independent Contractor

Both parties hereto, in the performance of this contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees

**NON-MANDATORY –States that the contractor that the State contracts with is acting alone and is required to provide all necessary employment and worker's compensation insurance. Generally applicable to consulting contracts only; reaffirming the legal relationship in a personal services contract.**

#### Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

**\*MANDATORY – Indiana Code 4-13.1-3 requires the vendor to be in compliance with information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, at <http://iot.in.gov/architecture/>.**

**\*This is only a mandatory clause when the contract is for IT technology product and services.**

#### Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage's, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State.
2. Automobile liability with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence.
3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract.

The Contractor shall furnish a certificate of insurance and all endorsements to the undersigned State agency prior to the commencement of this Contract.

**NON-MANDATORY – If business decisions require insurance provisions, this language should be used.**

#### Key person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, and the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.
- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are \_\_\_\_\_

**NON- MANDATORY - This clause should only be included if your agency has identified persons key to the success of the contract. The Key Person should be identified in the Duties section of the contract OR may be included in this section.**

#### Licensing Standards

The Contractor and its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor

**NON-MANDATORY –Holds the contractor responsible should the service being provided require any type of licensing, certification .etc. Should some type of licensing or certification be required and the contractor is not in compliance, the State shall not be required to pay the Contractor for any services performed while in non-compliance.**

#### Material Incorporated or Referred to in Contract

The Contractor has supplied herewith all written materials, documents, or instruments mentioned or referred to in the contract except, where applicable, user manuals which will be included with the equipment upon delivery and which do not alter the terms of this agreement.

**NON-MANDATORY –Confirms that the contractor has supplied all documents referenced in this document.**

#### Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, in any manner, except by written agreement signed by all necessary parties.

**NON-MANDATORY –Simply states that the contract represents the entire agreement between the parties.**

#### Minority and Women's Business Enterprises Compliance

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Contractor's MBE/WBE participation plan.

The following MBE's and WBE's are listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in the RFP according to the following schedule:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	AMOUNT
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_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

**NON-MANDATORY –Lists the Minority and/or Women Owned Business Plan and percentage as outlined in the Request for Quote/Invitation to Bid.**

## Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

**MANDATORY** – *Indiana Code sections 22-9-1-10 & 5-16-6-1 provides that the contract will not discriminate against employee or applicant in performing this contract.*

## Notices

Whenever any notice, statement or other communication is to be sent to the State or to the Contractor, it shall be sent to the following addresses unless otherwise specifically advised:

Notice to the Agency shall be sent to:

Contact Name & Title \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

FID/TIN Number \_\_\_\_\_

Contact name & Title \_\_\_\_\_

Street Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

FID/TIN Number \_\_\_\_\_

Notice to the Contractor shall be sent to: \_\_\_\_\_

Payment to the Contractor shall be sent to: \_\_\_\_\_

**NON-MANDATORY** – *Provides the State and the Contractor the opportunity to list the contact and address information to avoid confusion when corresponding.*

## Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials developed under this contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of the services specified herein, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

**NON-MANDATORY** – *"Work for Hire" is a legal term used in the Copyright Act. This clause gives the State the right to own documents once products and/or services are complete.*

## Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

**MANDATORY** – *Indiana Code section 4-13-2-14-8 allows the state 35 days after receipt of invoice to make payment to the contractor and mandates the use of electronic funds.*

## Penalties/Interest/Attorney's Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, the Parties stipulate and agree that any liability resulting from the State of Indiana's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

**MANDATORY** – *Protects the State from paying penalties, interest, and attorney's fees except as allowed in Indiana Code 5-17-5, Late Payments on Public Contracts, and 34-13-1-6, governing interest of judgments against the State.*

## Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**NON-MANDATORY** - This provision may be modified to include specific dates or periods that reports are due. Please modify the language in such a way as to be appropriate for the agency.

## **\*\*Renewal Option\*\*** (Use this language when NOT allowing for price increases)

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

## **\*\*Renewal Option\*\*** (Use this language for allowing for price increases/pre-negotiated price increases)

This Contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any subsequent renewal to this Contract may include an increase of up to \_\_\_\_\_ percent at the sole discretion of the State.

## **\*\*Renewal Option\*\*** (Preferred Clause)

This contract may be renewed under the same terms and conditions subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract. Any provision for automatic renewal is void.

**NON-MANDATORY** - *Allows the contract to be renewed if the original contract term is not four (4) years.*

**\*\*Choose the Renewal Option language that best suits the type of contract and contract purchase\*\***

## Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated hereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

**NON-MANDATORY** – *This clause to be included in contracts that deal with any medical information or health records.*

## Severability

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provision of this contract.

**NON-MANDATORY** –*Protects the validity of all clauses of the contract. If a clause or provision for any reason becomes invalid it does not affect the remaining clauses.*

#### **Substantial Performance**

This contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

**NON-MANDATORY** –*Simply states that the contract is deemed to be complete only when performed in accordance with the terms and conditions and any amendments that may have occurred.*

#### **Taxes**

The State of Indiana is exempt from state, many federal and local taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this contract.

**NON-MANDATORY** –*Informs the vendor of the State's exemption from state, federal and local taxes.*

#### **Termination for Convenience**

This contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

**NON-MANDATORY** Gives the State the right to terminate the contract when it is deemed to be in the best interest of the State.

#### **Termination for Default**

- A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this contract in whole or in part, if the Contractor fails to:
1. Correct or cure any breach of this contract;
  2. Deliver the supplies or perform the services within the time specified in this contract or any extension;
  3. Make progress so as to endanger performance of this contract; or
  4. Perform any of the other provisions of this contract.
- B. If the State terminates this contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.
- C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.
- D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or under this contract.

**NON-MANDATORY** –*Gives the State the right to terminate the agreement should the contractor default, and in some instances, allows the State to acquire the supplies or services from another source and hold the contractor liable for the excess cost.*

#### **Travel**

No expenses for travel will be reimbursed unless specifically permitted under the scope of the services or consideration provision. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-State travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines. (Financial management Circular (2003-1).

**NON-MANDATORY** –*Protects the State from paying contractors more than a state employee is allowed for travel. Travel is not to be reimbursed unless specifically outlined and discussed in the Request for Quote/Invitation to Bid.*

#### **Waiver of Rights**

No right conferred on either party under this contract shall be deemed waived and no breach of this contract excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

**NON-MANDATORY** –*Protects the State should one breach be allowed under this contract, but not another.*

#### **Work Standards**

The Contractor agrees to execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this contract, the State may request in writing the replacement of any or all such individuals and Contractor shall grant such request.

**NON-MANDATORY** –*Allows the State to request replacement personnel should the State that the highest professional and technical guidelines and standards are not being followed.*

#### **State Boilerplate Affirmation Clause**

I swear or affirm under the penalties of perjury that I have not altered modified or changed the State's Boilerplate contract clauses in any way except for the following clauses which are identified by name below:

**NON-MANDATORY** – *Provides the opportunity to list any clause(s) that have been modified or changed in any way.*

#### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

## Unique Contract Language

Each of the procurement contracts, the State Addendum, Contract for Services, and Equipment Lease Agreement (Rental Agreement), includes unique language according to the contract type in addition to the standard mandatory and non-mandatory clauses common to all. The contract-specific language is explained in the following section, along with instruction for entering required information.

## STATE ADDENDUM

Most generally used in purchasing maintenance and software licenses, the Addendum should be used in ANY purchasing scenario where a vendor insists their own standard/form contract be utilized. Its purpose is to modify, delete, or amend certain terms and conditions set forth in the vendor's contract, incorporating State contract provisions superseding vendor terms not favorable to the State.

Use of the Addendum with a vendor contract incorporates the individual agreements into each other and when read together, constitutes one integrated document. Any inconsistency, conflict, or ambiguity between the individual agreements is resolved by giving precedence and effect to the Addendum.

**ALWAYS** read the vendor contract being attached to the State Addendum. Most provisions not considered agreeable to the State are addressed in the addendum, but don't assume that all vendor contract clauses are otherwise guaranteed acceptable.

**DO NOT SIGN THE VENDOR CONTRACT. ALL PARTIES MUST SIGN THE STATE ADDENDUM SIGNATURE PAGE!**

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### ADDENDUM

This Addendum is entered into by and between Enter Agency Name Here ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Enter Legal Name of Contractor Here

Contractor Address: MANDATORY: Enter Contractor Name and Address

Title of Form Contract: Enter the Title of Contractor Form Contract to be Attached

Attached Form Contract consists of \_\_\_\_ pages (with / without) terms on both sides. Enter Number of Vendor Contract Pages ONLY

This Contract shall be effective for a period of \_\_\_\_ months. It shall commence on \_\_\_\_\_ or date of final State approval, whichever is later, and shall terminate on \_\_\_\_\_ or \_\_\_\_\_ months after date of final approval, whichever is later.

**MANDATORY: Enter the number of months for the term of the contract. Enter the contract start date (commence) and end date (terminate).**

Total consideration for term of the Contract is \_\_\_\_\_ (\$ xxx,xxx.xx).

**Enter the dollar amount to be paid to the vendor in writing and numerically.**

### 1. Deleted Provisions

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance

**(IC 4.13.1.17(a) provides that a "state agency may not purchase insurance to cover loss or damage to property.")**

- B. Any provision requiring the State of Indiana to provide indemnity

**(The Indiana Constitution, Article X, Section 3, provides that "no money shall be drawn from the Treasury, but in pursuance of appropriations made by law." An agreement to indemnify is in essence committing money to be drawn from the Treasury without appropriation.)**

- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana

**(IC 34-13-2-3)**

- D. Any provision providing that suit be brought in any state other than Indiana  
(**IC 34-13-2-3 (d) specifically mandates this is not agreeable to the State.**)
  - E. Any provision providing for resolution of contract disputes  
(**Policy provision as the Attorney General maintains responsibility for litigation.**)
  - F. Any provision requiring the State of Indiana to pay any taxes  
(**IC 6-1.1-10-2, 6-1.1-11-9, and 6-2.5-5-16**)
  - G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees  
(**IC 5-17-5 governing late payments on public contracts, and IC 34-13-1-4 & Chapter 34-54-9 governing interest on judgments against the State.**)
  - H. Any provision modifying the statute of limitations provided by Indiana statute.  
(**Policy provision in consideration of the volume of contracts processed by the Attorney General's Office.**)
  - I. Any provision relating to the time within which a claim must be made or suit brought.  
(**Policy provision in consideration of the volume of contracts processed by the Attorney General's Office.**)
  - J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in **IC 4-13-2-20**
  - K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, **IC 5-14-3-3.5**
  - L. Any provision giving the Form Contract precedence over this Addendum
- No other clauses are deleted, unless specifically listed here \_\_\_\_\_. **Any clauses deleted not previously listed should be entered here.**

**The language above invalidates conflicting clauses should they be included in the vendor's form contract, eliminating the need for the vendor to remove them.**

The following terms and conditions are incorporated into and made a part of the Form Contract:

**From this point, the standard mandatory and non-mandatory clauses will begin with Access to Records.**

## CONTRACT FOR SERVICES

### CONTRACT FOR SERVICES

This Contract, entered into by and between \_\_\_\_\_ (the "State") and \_\_\_\_\_ (the "Contractor"), is executed pursuant to the terms and conditions set forth herein.

**Enter the agency name and the contractor's legal name in the spaces above.**

WHEREAS, the State desires to contract for services for \_\_\_\_\_; and \_\_\_\_\_  
WHEREAS, the Contractor has the necessary knowledge and expertise to provide such services.

**MANDATORY: Enter a short description of the services being purchased in the space provided.**

NOW, THEREFORE, the parties agree as follows:

#### 1. Duties of Contractor

Contractor shall provide the services set forth on Exhibit\_\_\_\_, attached hereto and incorporated herein (the "Services").

**MANDATORY: To avoid redundancies, it's not necessary to list again all services being purchased as language added incorporates into the agreement the entire Request for Quotation (RFQ) package as Exhibit A. Following evaluation and selection of the low responsive/responsible vendor, label their quotation package as Exhibit A.**

#### 2. Consideration

Contractor shall be paid, in arrears, as set forth on Exhibit \_\_\_\_\_, attached hereto and incorporated herein. The total remuneration under this Contract shall not exceed \_\_\_\_\_ (\$\_\_\_\_\_).

**MANDATORY: If pricing is correctly listed on the vendor quotation, Exhibit A should also be entered here. If pricing is listed on a separate document, label it as Exhibit B and enter Exhibit B here. The remuneration (dollar) amount should be entered in writing and numerically.**

### 3. Term

This Contract shall be effective for a period of \_\_\_\_ months. It shall commence on \_\_\_\_\_ or date of final State approval, whichever is later, and shall terminate on \_\_\_\_\_ or \_\_\_\_ months after date of final approval, whichever is later.

**MANDATORY: Enter the number of months to be covered by the contract term. Enter the contract start date (commence) and end date (terminate) in the spaces provided. Enter the number of months to be covered by the contract as required a second time.**

**From this point, the standard mandatory and non-mandatory clauses will begin with Access to Records.**

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IF THE SERVICES PURCHASE IS APPROVED AND BEING PROCESSED AS A SPECIAL PROCUREMENT, ALL DUTIES OF CONTRACTOR MUST BE LISTED IN THE BODY OF THE CONTRACT OR IN A SEPARATE DOCUMENT LABELED AS EXHIBIT A.

## EQUIPMENT LEASE AGREEMENT

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### EQUIPMENT LEASE AGREEMENT

This Lease Agreement (this "Agreement") is entered into by and between the State of Indiana, acting by and through the Department of Administration ("IDOA"), for and on behalf of \_\_\_\_\_ (the "State") and \_\_\_\_\_ ("the Lessor").

**Enter the agency name and the name of the vendor party to the lease in the spaces provided. The Lessor must be the contractor and not a financial assignee.**

WHEREAS, the State desires to lease and use certain equipment described below with the right to purchase; and

WHEREAS, the Lessor is willing to provide and maintain such equipment and convey said equipment to the State.

NOW, THEREFORE, the parties enter into this Agreement upon the following terms and conditions:

#### 1. Equipment Leased

##### a) The Equipment

Subject to the terms and conditions set forth below, the Lessor leases to the State and agrees to maintain the following described equipment (the "Equipment"): \_\_\_\_\_

**Enter a specific description of the equipment being leased including the make and model in the space provided.**

The Equipment shall be new unless otherwise stated in this Agreement.

##### b) Delivery and Installation of the Equipment

1. The Lessor shall deliver and install the Equipment so that it shall be ready for acceptance by the State no later than \_\_\_\_\_. This date may be extended only by the mutual written consent of the parties.
2. The Equipment shall be delivered to and installed at the location designated by the State. The Lessor shall pay shipping and delivery costs.
3. The State agrees to have the site prepared in accordance with the Lessor's written minimum site and environmental requirements, a copy of which are attached hereto as Attachment\_\_\_\_\_.

**Section 1. (b) 1. governs delivery and installation requirements. Enter the required delivery date in the space provided.**

**Section 1. (b) 3. provides that the vendor should provide instructions if special requirements must be met before delivery. A separate attachment should be prepared outlining the requirement information, and the title of the attachment entered in the space provided. This information is NOT mandatory and may be marked as N/A.**

4. Installation shall be performed by the Lessor in a professional and workmanlike manner in conformance with all recommendations of the manufacturer, and in compliance with good construction and engineering practices.

**Section 1. (b) 4. protects the State in the event that the Lessor does not install the equipment according to the manufacturer recommendation. This language is non-mandatory.**

5. The Lessor shall schedule and coordinate the installation with the State to minimize interference with the State's activities in and around the facilities where the Equipment is to be located. Installation work shall be performed during the State's normal working hours, unless the State directs otherwise in writing prior to the commencement of installation.

**Section 1. (b) 5. requires the Lessor to schedule installation at the State's convenience to minimize disruption of daily business. This language is non-mandatory.**

##### c) Acceptance of the Equipment

1. Following the delivery and installation of the Equipment, the Lessor shall certify that the Equipment has been successfully installed and is ready for use. The State shall promptly inspect the Equipment and shall provide its written acceptance to Lessor. The Lessor may, upon the failure of the State to issue a written acceptance within ten (10) business days, demand a written acceptance, and the State will be deemed to have accepted the Equipment if it has not accepted or rejected the Equipment within ten (10) days after receipt of the Lessor's written demand for acceptance.
2. If the Equipment fails to conform to the requirements of this Agreement, including, but not limited to, the specifications of the Invitation to Bid/Request for Quotation and the representations contained in the bid of the Lessor, the Equipment may be rejected.
3. The Lessor shall provide the State operator with adequate instructional service in the operation of Equipment.

***Section 1. (c) 3. requires the lessor to provide training for operation of the new equipment. This language is non-mandatory.***

d) Alterations and Modifications

Any alterations or modifications to the Equipment may be made only upon approval by the Lessor, which approval shall not be unreasonably withheld. The State agrees to remove any alteration or attachment and to restore the Equipment to its normal, unaltered condition, ordinary wear and tear excepted, prior to its return to Lessor, or upon notice from the Lessor that the alteration or attachment creates a safety hazard or renders maintenance of the Equipment impractical.

e) Insurance

Lessor shall maintain such insurance on the Equipment as it may be deem necessary to protect its interest therein. The State will not carry insurance on the Equipment.

f) Possession and Enjoyment

The Lessor hereby covenants to provide the State during the term of this Agreement with the quiet use and enjoyment of the Equipment, and the State shall, during the term of this Agreement, peacefully and quietly have and hold and enjoy the Equipment, without suit, trouble or hindrance, except as expressly set forth in this Agreement.

## 2. Maintenance of Equipment

- a) The Lessor shall keep the Equipment in good operating condition and shall advise the State of the preventative maintenance schedule, which shall be during the State's normal business hours at a time mutually agreeable to the parties. For this purpose, the Lessor shall have full and free access to the Equipment subject to the security policies and procedures of the State. Maintenance of the Equipment shall be provided on an "on call" basis. The Lessor must respond within twenty-four (24) hours of placement of service call unless provided otherwise in the bid/quotation documents.
- b) All repairs or remedial maintenance will be performed promptly after notification of malfunction. Lessor shall provide the State with a designated person or place to contract and shall make arrangements to enable its maintenance personnel or representatives to receive such notification promptly. Should a specific response time be required, either in the specifications listed in the Invitation to Bid/Request for Quotation or in the form of an addendum to this Agreement, the Lessor shall respond within said period.
- c) There will be no charge for travel expenses associated with maintenance service under this Agreement.

***Section 2. (a) and (b) define the lessor's equipment maintenance responsibilities. The required response time is 24 hours after notification unless otherwise stated in the solicitation.***

***Section 2. (c) eliminates any financial responsibility by the State for any travel expenses incurred related to equipment maintenance.***

***This language is non-mandatory.***

- d) The State agrees to pay, at the Lessor's applicable time and material rate then in effect, all charges for parts and maintenance and other service activities caused by: (1) misuse of the Equipment by the State, and (2) unauthorized alterations or modifications made by the State.

***Section 2. (d) defines the charges the State will pay for parts and maintenance due to misuse or unauthorized alterations to the equipment. This language is non-mandatory.***

- e) There will be no extra charge for replacement parts, except as provided in the paragraph above.

***Section 2. (e) eliminates the State's responsibility for extraneous costs to have been included in the overall cost of maintenance. This language is non-mandatory.***

## 3. Consideration

The total amount due under this Agreement shall not exceed \_\_\_\_\_(\$ \_\_\_\_\_).

***Enter the cost of the lease in writing and numerically in the spaces provided.***



Payments under this Agreement shall be made in arrears in equal (monthly) (quarterly) (annual) installments of \$\_\_\_\_\_ for lease of the Equipment and \$\_\_\_\_\_ for the service and maintenance of the Equipment, for a total monthly installment of \$\_\_\_\_\_.

**Select the payment schedule by circling one of the three options listed.**

**Enter the cost of the equipment only in the first space provided. Enter the cost of service and maintenance in the second space provided. Enter the total combined cost of the equipment, service, and maintenance in the third space provided.**

#### **4. Term**

This Agreement shall be effective for a period of \_\_\_\_\_ months. It shall commence on \_\_\_\_\_ or date of final State acceptance, whichever is later, and shall terminate on \_\_\_\_\_ or \_\_\_\_\_ months after date of final approval/installation, whichever is later, or upon the State's exercise of its option to purchase, provided however that Lessor's obligation to offer maintenance services under paragraph 2(f) shall survive the expiration of this Lease.

**Enter the number of months covering the term of the lease in the space provided.**

**Enter the contract start date (commence) and end date (terminate), followed by the number of months (as previously defined) covering the term of the lease.**

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## **STEP 4: Assemble the Solicitation Documents**

After the RFQ has been created from the requisition in PeopleSoft and bidders selected for solicitation, the RFQ Dispatch process must be run to generate hard copy forms for each bidder selected.

The hard copy RFQ forms should be inserted into a solicitation package (standard forms package) for each bidder selected. The solicitation package (**Attachment Supplement Exhibit B**) is available on the IDOA Procurement Division Webpage at <http://www.in.gov/idoa/services/proctraining/> and includes the following pages and sections:

- Cover/General Information Page (Optional)
- **<INSERT PEOPLESFT RFQ FORM HERE>**
- Standard Terms & Conditions
- Additional Specifications (inserted if applicable)
- Claiming Purchasing Preferences
- Indiana Economic Impact form
- MBE Participation Plan
- Drug-Free Workplace Certification
- Ethics Obligations
- Secretary of State Registration
- Exceptions
- Compliance Certification
- Non-Collusion Certification
- Signature Section
- Appropriate Contract (for Procurement Contract purchases only)

The pages and sections listed previously are mandatory for ALL commodity, printing, and procurement contract purchases. The documents listed below should be ADDED for printing purchases.

- Additional Terms and Conditions for Printing (Printing purchases only, **Attachment Supplement Exhibit F**)
- Certificate of Printing Contract Performance (Printing purchases only, **Attachment Supplement Exhibit G**)

The appropriate contract according to the type of service being purchased should be included with the solicitation package for contract purchases.

- Contract for Services
- Equipment/Rental
- Addendum

## **STEP 5: Send the Solicitation to Bidders**

The prepared solicitation package may be emailed, faxed, or mailed to prospective bidders. The same method for dispersing the request should be used for all bidders solicited.

All quotation information received from bidders is considered confidential until an award has been made and the vendor has accepted.

### **Unsolicited Bidder Requests**

The State of Indiana does not preclude anyone from responding to a solicitation. Any bidder requesting a copy of a solicitation or interested in responding to a solicitation must be accommodated.

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## **PURCHASES \$25,000 TO \$75,000 and Above**

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### **Standard Streamlining Delegation**

The Streamlining program provides delegation of purchasing authority of \$25,000 as the standard. This authority allows State agencies to solicit for, award, and pay for purchases up to \$5,000, and solicit for purchases \$5,000 to \$25,000 to result in an encumbered PO issued by the IDOA Procurement Division.

All purchases with an estimated cost to exceed this standard delegation must be solicited, awarded, and processed by the IDOA Procurement Division. A PeopleSoft requisition must be entered to initiate the purchase request, the approval routing and budget check successfully completed, and a hard copy with all required signatures sent to IDOA Procurement for processing.

### **Increased Streamlining Delegation**

Agencies demonstrating high performance standards and meeting special IDOA requirements may be granted an increase in Streamlining delegation. Using the same solicitation requirements as the standard delegation amount, agencies may solicit, award, and pay for purchases up to \$25,000, and solicit for purchases \$25,000 to \$75,000 to result in an encumbered PO issued by the IDOA Procurement Division.

All purchases with an estimated cost to exceed this increased delegation must be solicited, awarded, and processed by the IDOA Procurement Division. A PeopleSoft requisition must be entered to initiate the purchase request, the approval routing and budget check successfully completed, and a hard copy with all required signatures sent to IDOA Procurement for processing.

### ***Special Program*** **SMALL BUSINESS SET-ASIDE**

Created by statute (IC5-22-14), the Small Business Set-Aside program was put in place to promote the growth and success of small businesses. The commodities (including printing) identified below have been chosen to participate based on the small business community known to be capable of supporting the needs of the State while still allowing fair and equitable competition in the procurement process. The program is applicable to commodity purchases between \$5,000 and \$25,000, and printing purchases between \$5,000 and \$15,000.

Solicitation of quotes for purchases that qualify under the Small Business Set-Aside requirement should be conducted using the same documents and processes used for any other purchase within these estimated dollar amounts; the statute, however, dictates that only bidders who qualify as small businesses should be solicited.

ITEM	UNSPSC CODE
First Aid/Safety Equipment	42170000, 42290000, 46180000
Hardware and relative items	24110000, 31162700, 46171500
Badges/Emblems	55120000
Hand Tools	27111500
Personal Computer Hardware/Peripherals	43000000, 26121600
Personal Computer Software	43190000, 43230000
Police Equipment	46000000
Plumbing Equipment	30180000
Building Maintenance Materials	72100000
<b>PRINTING</b>	<b>82121500</b>

Bidders responding to Small Business Set-Aside solicitations must complete the Indiana Small Business Preference section of the **Claiming Preference Page** (see the RFQ solicitation package, Attachment C) to certify that they are indeed a small business, indicating their category of classification: a wholesale business, a service business, a retail business, or a manufacturing business.

**Items within the commodity categories identified for this program may be available on QPA contracts and should be purchased from these contracts if the item offered meets the user's requirements. QPA contracts should be reviewed for these types of commodities before soliciting a Small Business Set-Aside.**

If small businesses to solicit for the items listed above cannot be located, documentation must be provided explaining how that was determined, and an exception must be granted by the IDOA Procurement Division **before** quotations are solicited. Requests for exception should be directed to the Deputy Director of Buying at 317/232-3032 or fax 317/232-7312.

## REVISING UNAWARDED SOLICITATIONS

### Notice of Addendum

A Notice of Addendum (**Attachment C**) may be used when it's necessary to make a change to a solicitation that could affect the bidder responses. This might include a change in specifications, delivery date or time requested, quantity requested, etc. As the bidders must be provided a sufficient amount of time to incorporate the changes, the Notice of Addendum may also be used to extend the closing date and time.

The Notice of Addendum document should be completed and sent by email, fax, or mail to all bidders solicited. The form must be signed and returned with the bidder's responses. If sent by fax, keep the transmittal report as verification that the addendum was sent and received.

In situations where there is not time to make the appropriate changes, notify the vendors of cancellation in writing and re-quote.

### Canceling a Solicitation

In the event that it is necessary to cancel a Request for Quotation, all bidders solicited must be notified. Any pricing received must not be released. If re-soliciting for the same product or items, all of the original vendors must be solicited.

## RECEIVING SOLICITATION RESPONSES

All bidder responses must be **date and time stamped** upon arrival, providing proof that the quotes were received by the date and time requested. Agencies not having a date and time "stamp" may manually write the date and time received and initial it using **red ink**. Quotes that have been automatically stamped with the date and time received by a fax machine are acceptable.

Always keep bidder responses in a safe place until the requested date and time for them to be returned has passed.

Responses received after the date and time requested are considered late and should not be considered for an award. All information in the quotes must remain confidential until the purchase order has been encumbered.

# EVALUATING SOLICITATION RESPONSES

When determining which bidder should receive the award, there are details that must be considered in evaluating the responses.

## **Was the response received by the requested date and time?**

Responses received after the requested date and time are considered late and may not be considered for an award. There are only two exceptions to this rule; all responses received were late, or a late response was the ONLY response received.

## **Does the bidder meet the requested specifications?**

Alternate products may be considered if the bidder provides explanation and the item offered meets or exceeds the user's functional requirements. (For more details, see Exceptions, Pg. 44)

## **If only one response is received, is the quoted price fair and reasonable?**

An award to the only bidder responding requires justification indicating how it was determined that the quoted price is fair and reasonable. (For more details, see Fair and Reasonable Pricing, Pg. 40)

Approval from the IDOA Procurement Division Deputy Director of Buying (317/232-3032) is required prior to award of these solicitations.

## **If there was a delay in making the award, are the prices still valid?**

As indicated on the RFQ form, all quoted prices are assumed valid for 90 days unless otherwise stated. It is acceptable for bidders to state a different time period; "Prices valid for 30 days," for example. If there has been a delay in the process of making an award, bidders should be contacted to verify that the quoted prices are still valid. The person spoken with and a brief summary of the conversation must be noted in red ink.

## **Did the bidder return all necessary paperwork?**

Verify that all the required pages and sections of the solicitation package have been properly completed. If not, they may be requested from the bidder. Did the bidder adequately complete the Indiana Economic Impact form and sign it on the second page? Did the bidder submit MBE/WBE Participation information as required? Was the bidder registered with the Secretary of State's office (if they're an out-of-state corporation or incorporated)? Has the bidder noted any exceptions to the specifications in their response or in the Exception section of the package?

## **Did the bidder complete the Signature block in the RFQ package?**

By completing and signing the signature block, the bidder acknowledges agreement to all terms and conditions and declares that all information provided in the solicitation package is accurate and complete. If the bidder has not completed this section, they may be contacted and asked to do so, providing there is a manual signature somewhere in the response received before the deadline passed. An award should not be made to bidders refusing to complete the signature block. (A faxed signature is acceptable.)

## **Did the bidder claim a preference?**

Bidders may indicate that they qualify and are claiming preferences on the "Claiming Purchasing Preferences" page in the solicitation package. (For information applying preferences for evaluation, see Purchasing Preferences, Pg. 40)

Bidders must complete the Indiana Small Business Preference section of this form indicating under which criteria they qualify as a Small Business if the solicitation was conducted under the Small Business Set-Aside program, or if the bidder is claiming the Indiana Small Business Preference. Advance notice to bidders of this requirement is recommended when soliciting under the Small Business Set-Aside program. (For more details, see Small Business Set-Aside, Pg. 35, and Indiana Small Business Preference, Pg. 42.)

## **Did the bidder claim Indiana Business preference?**

Claims of this preference require that the bidder complete the Indiana Economic Impact form (IEI), and must be verified at the time of the award. (For verification instructions, see **Attachment Supplement Exhibit O.**) The procurement agent should also verify that the bidder's registration indicates qualification for the Indiana Business preference at <http://www.in.gov/idoa/services/proctraining/>.

## **Does use of federal funds negate geographical preferences claimed?**

Some federal grants do not allow consideration of geographical preferences (the Indiana Business and Indiana Small Business Preference) during evaluation.

## **Is there a state surplus requirement?**

If the solicitation involves the trade-in of surplus property, the bidder must include the trade-in allowance dollar amount to be deducted from the original cost. (For more details, see State Surplus Requirements on Pg. 49.)

**Are the extension prices calculated correctly?**

Unit prices can never be changed for any reason. If a bidder quotes a "lot" price, this price becomes the unit price and cannot be changed. If a bidder has mistakenly quoted the wrong unit price, the quotation must be withdrawn (in writing) or the price must be honored. The extension price may be corrected if there has been a mathematical error. Any changes made to the extension prices should be made using red ink and initialed.

Unit prices may be quantified (if a bidder quotes a "quantity" price instead of an "each" price, for example).

**Are there any obvious price discrepancies?**

Whenever there is a large margin of difference between quoted prices, it is necessary to contact the bidder and verify that the price offered is correct. A large price difference could indicate that the bidder quoted the wrong price or the product offered does not meet the specifications.

**Would a "Split Award" be cost effective? Is a "Split Award" necessary to get all the items requested?**

In many cases, there could be a cost savings by splitting the award between two or more vendors. Also, a split award may sometimes be necessary to get all the items requested if all bidders did not quote on all items.

Bidders may submit responses indicating "All or None" which cannot be considered for a split award. (For more details, see Split Awards on Pg. 43.)

**Is a spreadsheet needed?**

Procurement agents must create a spreadsheet for the evaluation of bidder responses for all solicitations of 15 or more line items, and/or solicitations involving a split between vendors (**Attachment Supplement Exhibit D**). This requirement is applicable to all purchases.

**Can an award be made to a vendor who is not offering the lowest price?**

If the lowest priced vendor does not meet specifications, and/or delivery timeframes, these factors can be taken into consideration. In addition, Preferences claimed can also affect the award. (For more details, see Justification, "Not recommending or making an award to the lowest response," Pg. 39.)

**Is there a "tie" between responses?**

If two or more bidders propose identical pricing, determinations for breaking the tie might include things such as an Indiana bidder vs. an out-of-state bidder, one bidder that can deliver before the requested delivery date, or one bidder with M/WBE participation. (For more details, see Justification, Breaking a "Tie" Between Responses, Pg. 39.)

**For Procurement Contract purchases, did the bidder agree to the State's terms and conditions?**

Verify that the bidder has agreed to the mandatory clauses and non-mandatory terms having been incorporated.

**For Procurement Contract purchases, did the bidder claim applicable preferences?**

The Recycled Preference could be claimed in the purchase of printing services, and the Buy American Preference claimed in Equipment/Rental purchases because an actual commodity, in addition to a service, will be provided.

**For Procurement Contract purchases, did the bidder sign the contract?**

Verify that the bidder has signed the appropriate contract after agreeing to the State's terms and conditions.

Any information **not** provided to each bidder as part of the solicitation may not be used for evaluation purposes. Anytime it is necessary to contact a bidder to verify information, it is important to always document who was spoken with and what was said. If you document this information on the quote, use **red ink** so that it can be distinguished from any markings made by the bidder. In the process of verifying information provided by bidders, **DO NOT** disclose any information offered by competitors.

# JUSTIFICATION REQUIREMENTS

All procurement files and activities are public information, making documentation extremely important. By providing the proper explanation, procurement agents may prove that procurement process requirements were met, fair and equitable competition was sought, and the best interest of the State of Indiana was protected while making the best possible use of taxpayer dollars. A justification must accompany the file in any of the following situations.

- **A name brand specific product has been requested.**

Although many vendors may be able to supply a name brand requested, an explanation as to why a specific brand is needed and alternate products cannot be considered must be provided.

- **Not recommending or making an award to the lowest response.**

If the lowest bidder does not meet the required specifications, describe in detail specifically what they do not meet. Awarding to the next lowest bidder meeting the specification requirements is acceptable in this situation.

If the lowest bidder meets all specifications but has not provided the appropriate paperwork (after several requests which have been documented), an award may be made to the second lowest bidder.

If the quote from the lowest bidder was received after the requested time and date, the award must be made to the second lowest responsive/responsible bidder.

- **Recommending or awarding to the only response received.**

If only one response is received, it must be determined that the quoted price is fair and reasonable (see Fair and Reasonable Pricing, Pg. 40), before making an award. After the award is made and as time allows, purchasing staff should investigate why other bidders did not offer quotations to verify that the specifications were not restrictive or vague, and to make certain the correct type of bidders were solicited.

- **Breaking a "Tie" between responses.**

When two or more quotes with identical pricing are received, the reasoning used in choosing the bidder to receive the award must be documented. Determining factors could include an Indiana bidder vs. an out-of-state bidder, or one bidder can deliver before the requested delivery date.

If assistance is needed in determining an award involving a tie situation, please contact the IDOA Procurement Division.

- **Requests for Vehicle Purchases**

The State Board of Accounts manual (pg. 11:15) references a public law and the requirements specified for purchasing vehicles. The requirements involve a justification that should accompany all purchase requests for vehicles.

Approval of requests to purchase vehicles will be made based on justifications addressing the following considerations.

- 1) Intended use of the vehicle, function to be performed in its daily job.
- 2) Average monthly mileage of official use.
- 3) Vehicle type requested and what is needed to perform functions of the job.
- 4) Funds budgeted for vehicle purchase or lease.
- 5) Does it replace an existing vehicle or add to the State fleet?
- 6) Consideration of consolidating vehicle use. Can one vehicle be used to accommodate two or more needs?
- 7) Extending the useful life of vehicles. Motor Pool requires 100,000 miles for replacement unless mechanical problems require the vehicle to be replaced earlier.

Please include justification in PeopleSoft as these requests are automatically routed to the IDOA Procurement Division for review and approval. For more information, please contact Cindi Atkinson, Purchasing Administrator, at 317/232-3040 or [catkinson@idoa.in.gov](mailto:catkinson@idoa.in.gov).

## FAIR AND REASONABLE PRICING

When an adequate number of bidders have been solicited for a purchase and only one response is received, an award may be made to the only response received if the quoted price is considered fair and reasonable. This determination can be made if the answer to one of the following three questions is “yes”.

- Is the quoted price within the government estimate?
- Is the price similar to that received in the past for the same or similar item?
- Is the price within that expected by the procurement professional? (An explanation must be documented.)

After the award is made and as time allows, purchasing staff should investigate why other bidders did not offer quotations to determine if the specifications might have been restrictive or vague, and to make certain the correct type of bidders were solicited.

## PURCHASING PREFERENCES

The State of Indiana is committed to making purchases that promote the economy, the environment, and the nation. In support of this commitment, “preferences” have been put in place providing advantages to certain types of businesses and products. Bidders must complete the “Claiming Purchasing Preferences” page of the solicitation package (**Attachment Supplement Exhibit B**) in order for preferences to be applied or considered.

Bidders requesting information or detail concerning preferences, their purpose, or how they are applied may be directed to the Vendor Handbook at [http://www.in.gov/idoa/proc/docs/vendor\\_handbook.doc](http://www.in.gov/idoa/proc/docs/vendor_handbook.doc).

Some preferences such as US Manufactured may not be applicable due to the commodity or service being solicited, make sure before applying a preference the preference chosen is appropriate.

### Absolute Preferences

An absolute preference allows bidders meeting certain criteria to receive an award without regard to other criteria unless another bidder also claims the preference, meaning that the bidder offering the lowest cost may not be the correct choice for award. There are currently three absolute preferences offered.

#### U.S. Manufactured Preference (Indiana Code 5-22-15-21, 25 IAC 1.1-3)

The statutes require the purchase of only United States manufactured products whenever possible. Bidders claiming this preference certify that the end products offered are U.S. manufactured. If the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components, it meets the preference criteria. Bidders offering foreign-made products at a lower price should not receive an award if U.S. manufactured products that meet specifications are available for purchase.

The U.S. Manufactured preference does NOT apply in the award of Procurement Contracts in most circumstances.

#### Steel Products Preference (Indiana Code 5-22-15-25)

Steel products used in the manufacture of supplies for a contract or supplies used in the performance of services under the contract must be manufactured in the United States. This preference applies only to purchases over \$10,000.

The steel preference is applicable only when steel products requested by specification are rolled, formed, shaped, drawn, extruded, forged, cast, fabricated, or otherwise similarly processed, or processed by a combination of two (2) or more such operations, by the open hearth, basic oxygen, electric furnace, Bessemer, or other steel making process (i.e. I-Beam, rebar, etc.).

#### Coal Mined in Indiana (Indiana Code 5-22-15-22)

When purchasing coal for use as fuel, an absolute preference is given to coal mined in Indiana.

## Price Preferences

A price preference is offered to allow certain types of businesses or businesses that offer certain types of products to be able to compete for the State's business while taking into consideration a preference. If a bidder claims a price preference, a given percentage will be deducted from the price of the item or items that meet the criteria for that preference, and the newly figured prices will be used for **evaluation purposes** to determine who should receive the award. If such a bidder claiming a price preference receives an award, the original quoted amount will be paid for the products or services.

Only one (1) price preference may be applied to each item, even if the bidder has indicated they wish to claim multiple preferences. The one that is most beneficial should be applied.

Here is an example of how to calculate a price preference.

The bidder's quoted price is . . . \$6,000  
A 15% preference is applied . . . - \$900  
Amount used for evaluation . . . \$5,100

If this bidder receives the award, the amount we pay is \$6,000.

### INDIANA BUSINESS PREFERENCE (Indiana Code 5-22-15-20.5)

#### Defining an Indiana Business:

Executive Order 05-05 establishes a goal that state agencies will procure 90 cents of every dollar from Indiana businesses. The effective date of this policy is July 1<sup>st</sup> 2005. "Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Bidders claiming this preference must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (State Form 51788) and include it with their response.

If a company is claiming to be an "Indiana Business" under any of these definitions, the agency must verify the claim. For verification guidelines, see **Attachment Supplement Exhibit O**.

The following is the policy concerning items 4 & 5 described above:

#### Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

#### Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

**\*All bidders claiming this preference MUST complete, in its entirety, the Indiana Economic Impact form (IEI).**

**For purchases under the Streamlining program, qualifying bidders receive a five percent (5%) price preference.**

Please contact the IDOA Procurement Division at 317/232-3032 if assistance is needed in applying this preference.



## **INDIANA SMALL BUSINESS PREFERENCE (Indiana Code 5-22-15-23)**

The State of Indiana offers a fifteen percent (15%) price preference to qualified businesses within the state to encourage the growth and success of small companies. This preference should not be confused with the Small Business Set-Aside program.

To be eligible to claim the Indiana Small Business Preference, the bidder must be an Indiana business (as defined above in the Indiana Business Preference section) and qualify in at least one of the five following categories:

- (1) A wholesale business with annual sales of \$4,000,000 or less during the last fiscal year.
- (2) A service business with average sales of \$500,000 or less for the current and preceding three fiscal years, and employs no more than 25 persons.
- (3) A retail business or a business selling services with annual sales and receipts of \$500,000 or less.
- (4) A manufacturing business which employs no more than 100 persons.
- (5) A business in the sector of Information Technology, Life Sciences, Transportation, or Logistics, not employing more than 100 persons or annual sales exceeding \$5,000,000.

**\*All bidders claiming this preference MUST complete, in its entirety, the Indiana Economic Impact form (IEI).**

## **RECYCLED PRODUCTS PREFERENCE (Indiana Code 5-22-15-16)**

The Indiana Code governing the Recycled Preference offers an opportunity to inform the vendor community that we're serious about buying recycled! The State of Indiana should be requesting recycled products whenever possible. The Greening the Government Web page at <http://www.in.gov/idoa/services/greening/index.html> offers details, objectives, and goals concerning the Greening the Government program.

To be eligible to claim the Recycled Preference, qualifying products must contain at least 20% recycled materials (30% post-consumer for white copy paper). Bidders **MUST** provide manufacturer certification to substantiate their claim. However, if recycled content is listed as a requirement in the item specifications, the preference is not applicable and cannot be claimed. This preference does **NOT** apply to Procurement Contracts in most cases.

*The figure 15% as the preference amount is set as a standard. However, the preference offered may be anywhere between 10% and 15% as long as the amount of the preference that will be applied is stated in the solicitation.*

## **SOYBEAN OIL BASED INK PREFERENCE (Indiana Code 5-22-15-18)**

A price preference of ten percent (10%) is offered for soybean oil based ink. The preference does not apply when the purchase description is limited to soybean oil based ink.

## **SOY DIESEL/BIO DIESEL PREFERENCE (Indiana Code 5-22-15-19)**

Fuel that is at least twenty percent (20%) soy diesel/bio diesel by volume qualifies for this preference. The price preference to be applied is ten percent (10%) of the bid price. This preference does not apply when the purchase description is limited to a fuel of which at least 20% by volume is soy diesel/bio diesel.

## **FOODS AND BEVERAGES THAT CONTAIN HIGH LEVELS OF CALCIUM (Indiana Code 5-22-15-24)**

High calcium foods and beverages are preferred over those with lower calcium levels.

## **SPLIT AWARDS**

(Commodities Only)

The Procurement Division consistently looks for ways to make the wisest use of taxpayer dollars while considering the best interest of the State of Indiana. Therefore, an award split between two or more bidders is recommended whenever it would provide a substantial cost savings. A split may also be necessary to get everything needed when none of the bidders provide a quote for all the items requested.

A split award should be documented using a spreadsheet indicating which bidder offers the lowest price for each item. Caution should be used as only some items offered may qualify for certain preferences, and others may not meet the required specifications. Price preferences claimed should be applied line item by line item when bidders do not offer a quote for all lines, or by total dollar amount for responses marked "bidding all or none." These types of determinations should also be noted on the spreadsheet.

If the procurement agent or designee determines in the process of evaluation that a split award will provide a cost savings of \$100 or more or to award all or most items, a split award is recommended. However, a split award is not required; the decision to split the award or make an award to the overall lowest complete quotation is at the agency's discretion. (The "lowest complete quote" is the response that offers all items requested and meets all specifications at the lowest total cost.)

### **Processing Split Awards**

#### ***Purchases \$500 to \$5,000***

(\$500 to \$25,000 for agencies with Increased Delegation)

If a split award is cost effective, the savings should be documented using a spreadsheet and kept in the solicitation file with the recommendation. Bidders receiving an award as a result of the split and the items being awarded to each should also be documented.

#### ***Purchases \$5,000 to \$25,000***

(\$25,000 to \$75,000 for agencies with Increased Delegation)

The solicitation file, including a spreadsheet and recommendation for award, must be forwarded to the IDOA Procurement Division. This applies to recommendations for a split award or an award to the overall low quote.

The total cost of the entire procurement, before splits, determines the payment method to be used. Split awards **totaling** \$5,000 or more (\$25,000 or more for agencies with increased delegation) must be submitted to the IDOA procurement division for award of a purchase order.

For a spreadsheet example detailing a Split Award, see **Attachment Supplement Exhibit D**.

## EXCEPTIONS

The Exception section located in the RFQ solicitation package (**Attachment Supplement Exhibit B**) provides an opportunity for bidders to explain how products offered differ from the product requested, as well as how and why the alternate product meets or exceeds the requirements. The information should be considered during evaluation, especially if the alternate product presents substantial cost savings. The example below illustrates a situation involving an exception.

A solicitation requests quotations for a high-volume copier. The specifications are not restrictive, but are very specific. One of the listed requirements is a maximum warm-up time of 7 minutes.

When the bidder responses are received, the lowest responsive/responsible bidder meets all specification requirements except one; the copier offered takes 13 minutes to warm-up. However, the bidder explains that although the warm-up time is more than that requested, the copier may be programmed to warm up on its own at any time. The quoted price is considerably less than the others received, and the exception is clearly noted.

The alternate product offered in the example should be considered, as the exception explained does not affect the functional requirements listed in the specifications, and a substantial cost savings could be realized.

Bidders offering alternate products for consideration must note all exceptions somewhere within their solicitation response. If specification requirements are not met and no exceptions are noted, the product should not be considered for an award.

If assistance is needed in evaluating a solicitation involving exceptions or alternate products, please contact the IDOA Procurement Division at 317/232-3032.

## MBE AND WBE PARTICIPATION

The State of Indiana has established specific goals regarding racial minority and woman-owned enterprise participation in all purchasing activities. Each agency is responsible (and will be held accountable) for meeting the State's goals as stated below and should consider this when choosing vendors during the solicitation process.

- **Services Purchases:** 5% MBE and 5% WBE
- **Goods Purchases:** 8% MBE and 11% WBE

Bidders should complete and submit the Minority and Women Business Enterprise Participation Plan form included in the solicitation package (**Attachment C**) with each solicitation response in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the bidder must show that there are Indiana certified racial minorities and woman-owned enterprises participating in the purchase being made, or indicate that there is no participation involved with this particular procurement. While the participation may be as a subcontractor, second tier participation with common suppliers (office suppliers, courier services, etc.) is acceptable.

Respondents must list on the form the name of each Indiana certified racial minority and/or woman-owned business involved, a contact name and phone number, the product or service being supplied, and the specific dollar amount from this purchase that will be directed toward each M/WBE firm.

## GUIDELINES FOR PROCUREMENT AGENTS

**Bidders claiming MBE/WBE participation must include with their response a signed letter(s) on the company letterhead from the participating minority and/or women owned business.** The letter(s) must reference and match the level of participation listed in the bidder's Minority and Women's Business Enterprise Plan.

The procurement agent must check the M/WBE website to verify the M/WBE's certification. If not certified, the amount of M/WBE participation listed on the form must not be counted. The bidder should be contacted and given two full business days to become compliant if information is missing from the package. If the bidder does not provide the appropriate information after such time the participation will not be counted and could result in a vendor not being awarded a solicitation if a tie-breaker situation is necessary.

**If the awarded vendor is themselves an M/WBE business**, their participation, if indicated, is not applicable; only their subcontractors and suppliers participation is relevant towards the stated goals.

M/WBE participation documented in solicitation responses applicable to contract purchases should be added by the procurement agent to the contract document prior to submission to IDOA Procurement for review and signature.

## **CONTRACTOR COMPLIANCE**

The solicitation package documents impose the following requirements and repercussions for vendors in fulfilling their M/WBE participation claims.

If the M/WBE participation level will exceed or fail to meet the goals outlined in the contractor's proposal, the contractor must notify the M/WBE office immediately at [MWDBE@idoa.in.gov](mailto:MWDBE@idoa.in.gov). In the event that the contractor fails to report changes in participation attainment, demonstrate a good faith effort to reach the participation goals, pay the MBE and WBE in a timely manner, or satisfactorily resolve any outstanding claims, the department may elect to withhold a disputed amount from the payments due to the contractor, suspend or terminate the contract, recommend suspension of the contractor's certification status with the public works division, and/or suspend, revoke, or deny the MBE or WBE certification and eligibility to participate in the MBE or WBE program per (25 IAC 5-7-8).

Contractors with questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan should be directed to the Compliance department of the Minority and Women's Business Enterprise Development office at 317-232-3061.

# PREPARATION TO AWARD

## RECOMMENDATION FOR AWARD

The IDOA Procurement Division requires all written solicitations more than \$2,500 and contracts more than \$500 are summarized using the Recommendation for Award of Quotation form (**Attachment E**) or a letter that contains all the same information. The summary assists in the accurate review of purchasing files, and also creates a check system for purchasing agents insuring that all required procedures have been followed and all necessary information provided.

**The Bidder Responses Received section** should be completed documenting the responses that were received from each bidder.

The **Description of Evaluation section** requires a paragraph be written that provides an overview of the solicitation addressing the following:

- Based on the responses received, were the specifications satisfactory?
- Were there any delays in the purchasing process? If so, are the bidder's prices still valid?
- If any Preferences were claimed, did they affect the award?
- Include a statement that the award is being made/recommended to the lowest responsive and responsible vendor.
- If making an award to other than low quotation, explain why.
- If lowest response does not meet specifications, explain exactly what they don't meet.
- If only one response was received, explain how it was determined that the quoted price is fair and reasonable. (See *Fair and Reasonable Pricing*, Pg. 40)
- If this is a Special Procurement (sole source) purchase, attach certification from the manufacturer/vendor.
- If a Recycled Preference was claimed, attach the manufacturer's certification.

The **Award Checklist section** is provided to assist the procurement agent or designee in making sure that all requirements for award have been addressed.

The **Award Recommendation section** should list the name of the vendor(s) awarded or recommended for award, the specific line item numbers awarded to each vendor, and total dollar amount of the award.

## CONTRACT CLEARANCE CHECKS

The Department of Revenue (DOR), Workforce Development (DWD) and Administration (IDOA) have been working to upgrade agency clearance procedures for all state contractors, vendors and licensees to an electronic format/process. As of September 1, 2004, all executive agencies/commissions began using the upgraded clearance process for all contracts and procurements \$2,500 and above. Agencies that issue licenses are also urged to use this upgraded process.

The process is designed to ensure that, at the time of contract or procurement award, prospective contractor/vendors are in good standing with the DOR, DWD and properly registered with the Secretary of State (private corporations, nonprofit corporations, limited liability companies, limited liability partnerships and limited partnerships). Technical staffs of both DOR and DWD have developed a process that will accept batch submittals and process them electronically. Effective September 7, 2004, the Department of Administration (IDOA) may reject all contracts and procurements \$2,500 and above processed through IDOA that do not have required documentation that clearances have been conducted. When submitting purchasing documents to IDOA for processing, a copy of the DOR and DWD Clearance Sheet, as well as a screen print of the SOS registration from the SOS Website must be attached, and not more than thirty (30) days old.

If the clearance is denied by DOR or DWD, before an award can be made, the vendor must be contacted and informed of the denial. The vendor should further be instructed that it is their responsibility to correct the issue or they will not receive the award. The IDOA Procurement Division suggests allowing the vendor NO LESS than fifteen (15) business days to rectify the problem; at the end of this deadline, the clearance check should be performed again. If the clearance check is denied a second time, place the documentation of the denial in the purchasing file and proceed with making an award to the second low responsive/responsible bidder.

Agencies are urged also to perform clearance checks during the post-contract, accounts payable process that involves multiple or progress payments, as practicable. IDOA has also prepared standard contract language that

allows agencies to enforce applicable policies for all contractors and vendors. Agencies may also access the Secretary of State's "Corporations Online" database independently to confirm clearance ([www.in.gov/sos/business/corps/searches.html](http://www.in.gov/sos/business/corps/searches.html)) for entities regulated by the Business Services Division of the Secretary of State's office.

## SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an out-of-state bidder scheduled to receive an award is required to register with the Secretary of State. An award can be made pending this registration, providing that the process has been initiated. It is each bidder's responsibility to meet the registration requirements, and the purchasing agent's responsibility to verify that registration has been initiated if required.

Below is a list of the types of businesses that must comply with the registration requirements. This list is not exhaustive. If more information is needed, please reference the Indiana Code cited above.

- Limited Liability Partnerships
- Limited Partnerships
- Corporations
- S-Corporations
- Nonprofit Corporations
- Limited Liability Company

The following businesses are NOT required to be registered with the Secretary of State, but may still do business with the State:

- Sole proprietorships
- General partnerships (*A general partnership may consist of two or more entities that are required to file; two corporations can form a partnership, for example.*)

Agencies unsure if a bidder is an entity required to be registered should note the type of business indicated on the solicitation package signature page by the bidder, or contact the bidder and ask if they are one of the types of businesses listed above. A businesses' registration status can be verified via the Secretary of State Website at [https://secure.in.gov/sos/bus\\_service/online\\_corps/default.asp](https://secure.in.gov/sos/bus_service/online_corps/default.asp) using the bidder's company name as search criteria.

Bidders not registered or having a registration status of inactive or revoked should be contacted and given the opportunity to become compliant. By providing documentation of compliance in the form of a copy of their application, a copy of a check written for registration fees, an award can be issued. Bidders may obtain information concerning their registration by contacting the Secretary of State's office at:

Secretary of State of Indiana  
Corporations Division  
302 West Washington Street, E018  
Indianapolis, IN 46204  
(317) 232-6576  
[www.in.gov/sos](http://www.in.gov/sos)

## BUY INDIANA REGISTRATION

Any company or business desiring to participate in State of Indiana procurements is encouraged to complete the online bidder registration at [http://www.in.gov/idoa/proc/bidder\\_reg.html](http://www.in.gov/idoa/proc/bidder_reg.html); all bidders to receive a *solicitation award* MUST have completed their registration in order to process a purchase order. Companies qualified as Indiana businesses, and those not qualified as Indiana businesses, must certify themselves as such (the Buy Indiana tab) by identifying the qualifying criteria and click the Certification checkbox.

Buy Indiana certification can be verified in the PeopleSoft vendor file on the Profile page. Indiana companies not having completed their registration/certification should be directed to the web address above.

## VENDOR INFORMATION AVAILABILITY AND REQUIREMENTS

The Auditor of State currently maintains vendor information in a database known as VIN-Q, separate from the vendor information available in PeopleSoft, and is responsible for entering vendor information. An automated process is used to update PeopleSoft according to VIN-Q in an effort to keep the two databases in sync. Vendors not currently listed in VIN-Q must submit the following forms found on the Auditor's Office webpage at <http://www.in.gov/auditor/forms/>.

- **W-9 Taxpayer ID Number Request** (State Form 23743)

The W-9 form documenting the vendor TIN is mandatory.

- **Automated Direct Deposit Agreement** (State Form 47551)

Indiana Code (IC 4-13-2-14.8) mandates that all payments to vendors be made via direct deposit.

The procurement agent or designee should always check PeopleSoft and VIN-Q for existing vendor information before initiating the procedures to issue a purchase order or process a payment. Based on the findings, the following guidelines should be used in requesting vendors be added or their information updated.

### **Vendor Listed in VIN-Q, but NOT in PeopleSoft** (Purchases to be paid for at the agency)

Complete the Vendor Entry Request Spreadsheet found on the IDOA Procurement Division webpage at [http://www.in.gov/idoa/services/proctraining/docs/vendor\\_entry\\_request\\_spreadsheet.xls](http://www.in.gov/idoa/services/proctraining/docs/vendor_entry_request_spreadsheet.xls), and send it to Shirley Houston, Vendor Registration Coordinator by fax at 317/232-7312, or via email at [shouston@idoa.IN.gov](mailto:shouston@idoa.IN.gov).

This process should also be used when additional addresses or locations are needed.

### **Vendor Not Listed in VIN-Q or PeopleSoft** (Purchases to be paid for at the agency)

The vendor must provide the W-9 and Direct Deposit forms, which should be submitted directly to the Auditor's Office. The procurement agent or designee should allow 3 – 5 business days for PeopleSoft to be updated accordingly by the automated process.

### **Vendor Not Listed in VIN-Q or PeopleSoft** (Purchases to be encumbered by IDOA/Auditor's Office)

The vendor must provide the W-9 and Direct Deposit forms, which should be included with the purchasing file sent to IDOA for purchase order award.

For information regarding access to VIN-Q, please contact the Auditor of State, Security Manager, at 317/233-3277.

## Contract Review and Signature Route

Indiana Code 4-13-2-14.1 (a) requires that all contract involving a state agency be approved by (1) the Commission of DOA; (2) the Director of State Budget Agency (subject to certain dollar threshold amounts); and (3) the Attorney General. Each of these departments plays a specific role in the review process.

The **Department of Administration** is most interested in the business piece of contract agreements including the things listed below.

- Are the deliverables clearly defined?
- Were the proper procurement/solicitation procedure followed?
- Are the financial interests of the State and the rights of the contractors protected?
- Are all boilerplate contract clauses present?

The **State Budget Agency** pays specific attention to the general availability of funds. Contracts above \$25,000 require State Budget Agency approval.

The **Attorney General** reviews all contracts greater than \$2500, and may take up to 45 days to complete the process. *Indiana Code 4-13-2-14.3 (a)* mandates that the **Attorney General's Office** must review contracts for form and legality to which a state agency is a party. *Indiana Code 4-13-2-14.3 (d)* mandates that a contract not approved or disapproved in 45 days after submission to the OAG for review is considered approved.

ALL CONTRACT PURCHASES, REGARDLESS OF TYPE OR DOLLAR AMOUNT, MUST BE SENT TO THE DEPARTMENT OF ADMINISTRATION FOR REVIEW AND ROUTING FOR REQUIRED SIGNATURES. When the all required signatures are complete, the IDOA Procurement Division will issue a purchase order.

## AWARDING SOLICITATIONS

### Purchases Less than \$500

After choosing a vendor, *Contract Clearance checks are not required.*

#### **PROCUREMENT CONTRACTS**

The contract document should be first signed by the vendor, and then by the agency. Forward the contract along with the signed hard copy requisition from PeopleSoft to IDOA Procurement for signatures. IDOA will issue a purchase order and return the original signed contract to the agency.

#### **COMMODITIES AND PRINTING**

Make the purchase from the vendor chosen and initiate payment procedures.

### Purchases \$500 TO \$2,500

After completing the evaluation, *Contract Clearance checks are not required.*

#### **PROCUREMENT CONTRACTS**

The contract document should be first signed by the awarded vendor, and then by the agency. Forward the contract, along with the signed hard copy requisition from PeopleSoft and the solicitation documents (including the Recommendation for Award), to IDOA Procurement for signature routing. IDOA will issue a purchase order and return the original signed contract to the agency.

#### **COMMODITIES AND PRINTING**

The selected bidder must be notified of the award and given instructions for delivery. Verbal notification is acceptable. If the vendor requests notification in writing, print out a hard copy of the PeopleSoft purchase order (PO) and email, fax, or mail it to the vendor.

For purchases within this dollar amount, the PeopleSoft PO should be used to notify the vendor of award ONLY. Do not send the PO to IDOA Procurement Division or the Auditor's office.

### Purchases \$2,500 to \$5,000

***Contract Clearance checks are required*** after completing the evaluation.

#### **PROCUREMENT CONTRACTS**

The contract document should be first signed by the awarded vendor, and then by the agency. Forward the contract, along with the signed hard copy requisition from PeopleSoft and the solicitation documents (including the Recommendation for Award), to IDOA Procurement for signature routing. IDOA will issue a purchase order and return the original signed contract to the agency.

#### **COMMODITIES AND PRINTING**

After evaluation, complete the Recommendation for Award of Quotation form summarizing the solicitation and determination of award. Then, create the PeopleSoft PO and print a hard copy to be faxed or mailed to the awarded vendor. DO NOT send the PO to IDOA Procurement Division or the Auditor's Office.

THE PROCEDURES OUTLINED ABOVE ARE APPLICABLE \$2,500 TO \$25,000 FOR AGENCIES  
WITH INCREASED DELEGATION OF AUTHORITY.



## Purchases \$5,000 TO \$25,000

**Contract Clearance checks are required** after completing the evaluation.

### **PROCUREMENT CONTRACTS**

The contract document should be first signed by the awarded vendor, and then by the agency. Forward the contract, along with the signed hard copy requisition from PeopleSoft and the solicitation documents (including the Recommendation for Award), to IDOA Procurement for signature routing.

The fully-signed contract will be returned to IDOA Procurement, where a buyer will create a purchase order to be encumbered through the Auditor's Office. The original contract will then be returned to the agency.

### **COMMODITIES AND PRINTING**

After evaluation, complete the Recommendation for Award of Quotation form summarizing the solicitation and determination of award. Forward the entire solicitation file, including a spreadsheet (if applicable) and the recommendation, to the IDOA Procurement Division. **Documentation of a successful Contract Clearance check must not be more than thirty (30) days old.**

An IDOA Procurement Division buyer will review the file and recommendation, and issue a purchase order encumbered through the Auditor's Office.

A copy of documents routed for review should always be kept at the agency.

THE PROCEDURES OUTLINED ABOVE ARE APPLICABLE \$25,000 TO \$75,000 FOR AGENCIES  
WITH INCREASED DELEGATION OF AUTHORITY.

## **CERTIFICATE OF PRINTING CONTRACT PERFORMANCE**

Printing purchases require awarded vendors to complete and return the Certificate of Printing Contract Performance (**Attachment Supplement Exhibit G**) with four samples of the printed items attached when the job is completed.

If the items are NOT State Forms, the Certificate and the attached samples should be sent to the requesting agency.

If the items ARE State Forms, the Certificate and the attached samples should be sent to the Commission on Public Records.

The items purchased should ALWAYS be delivered to the requesting agency.

## STATE SURPLUS REQUIREMENTS

State Surplus approval is not necessary prior to making an award for the purchase of new equipment using an existing piece of equipment as a trade-in. Approvals should be requested after an award is made or a purchase order is issued.

### **Purchases Up to \$5,000**

(Up to \$25,000 for agencies with Increased Delegation)

After the bidder responses are received, the Recommendation for Award of Quotation completed and an award made, complete the Notification of Surplus State-Owned Property form (SF 13812, **Attachment Supplement Exhibit H**).

Attach the form to a copy of the awarded vendor's quote and forward the documents to State Surplus. THE PEOPLESOFT REQUISITION NUMBER MUST APPEAR AT THE TOP OF THE FORM.

When the signed approval is received from State Surplus, it should be filed with the purchasing documents.

### **Purchases \$5,000 to \$25,000**

(\$25,000 to \$75,000 for agencies with Increased Delegation)

After the bidder responses are received and the Recommendation for Award of Quotation completed, complete the Notification of Surplus State-Owned Property Form (SF 13812 **Attachment Supplement Exhibit H**).

Attach the form to a copy of the recommended vendor's quotation, and forward these documents to State Surplus. THE PEOPLESOFT REQUISITION NUMBER MUST APPEAR AT THE TOP OF THE FORM.

Attach a *copy* of the unapproved surplus form to the recommendation, requisition, and solicitation documents, and forward them to the Procurement Division for a purchase order to be issued. State Surplus will review the request for trade-in and send copies of the signed approval to the agency and to the IDOA Procurement Division to be filed with the purchasing documents.

For questions concerning surplus procedures or to request a copy of the State Surplus Instruction Manual, contact State Surplus at 317/234-3685.

## CONTRACT MAINTENANCE

### **Amendments**

When circumstances require alteration to contract terms and conditions or revision to the original contract document, the Amendment Boilerplate (example 1 below) should be used. If there is a need to modify a contract as well as renew for an additional term, both processes can be accomplished simultaneously using the Amendment/Renewal document (example 2 below). Both documents are available on the IDOA Procurement Division webpage at <http://www.in.gov/idoa/services/proctraining/>.

#### ***Processing Requirements***

- Amendments **MUST** be sequentially numbered.
- The original contract to be modified and any previously executed amendments **MUST** be included with the amendment document.
- Justification detailing the purpose for amending the original contract **MUST** be provided. (For example, why were the additional services being requested not included in the contract originally? Are the additional services requested by amendment still in line with the services described in the original contract?)
- If the amendment requests a change in the contract dollar amount, provide explanation of the need for increase, decrease, or any deviation from the original rate of compensation.
- The amendment signature page must replicate that of the original contract.

Forward the completed amendment document, a copy of the original contract, and any applicable justification to the IDOA Procurement Division for processing.

## Example 1 - Amendment

Amendment # \_\_\_\_\_

This is an Amendment to the \_\_\_\_\_ entered into by and between \_\_\_\_\_ (hereinafter referred to as "State") and \_\_\_\_\_ (hereinafter referred to as "Contractor") dated \_\_\_\_\_. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

*(You need to list what is changing and why. Example – Your scope of work is being expanded so you need to add/define the new duties of the contractor and increase the amount. Or you must add new/changed contract clauses as required by the Attorney General.)*

Total amount of this action is \_\_\_\_\_. Total remuneration of this contract is not to exceed \_\_\_\_\_.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:** \_\_\_\_\_ (Where Applicable)

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**State of Indiana Agency:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Indiana Office of Technology**

**Department of Administration**

Karl B. Browning  
Chief Information Officer

Earl A. Goode  
Commissioner

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**State Budget Agency**

**Office of the Attorney General**

Charles E. Schalliol  
Director

Stephen Carter  
Attorney General

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Example 2 – Amendment/Renewal

Contract Amendment # \_\_\_\_/Renewal # \_\_\_\_\_

This is an Amendment/Renewal to the Contract entered into by and between (Agency Name) \_\_\_\_\_ (hereinafter referred to as "State") and (Vendor Name) \_\_\_\_\_ (hereinafter referred to as "Contractor") dated (Original Date Contract Started) \_\_\_\_\_. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

To replace the existing Compliance with Laws, Information Technology Accessibility, and Payments clauses with the following:

### Compliance with Laws

- A. The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the contract require formal modification.
- B. The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<[<<http://www.in.gov/ethics/">>>>. If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the contractor may be subject to penalties under Indiana Code § 4-2-6-12.](http://www.in.gov/ethics/)
- C. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.
- F. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.
- G. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.
- H. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.
- I. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.
- J. As required by IC 5-22-3-7:
- (1) The Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.
- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

### Information Technology Enterprise Architecture Requirements

If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.

#### Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are subject of this Contract except as permitted by IC 4-13-2-20.

Further pursuant to the original contract renewal clause the State hereby exercises its option to renew this contract under the same terms and conditions of the original contract dated **(Original Date Contract Started)** \_\_\_\_\_ to include the above named amendment. The contract term shall commence on **(Original Date of Contract)** \_\_\_\_\_ and shall terminate on **(New contract end date)** \_\_\_\_\_.

Total amount of this action is **(amount of action)** \_\_\_\_\_. Total remuneration of this contract is not to exceed **(Amount not to exceed. This must include all renewal amounts)** \_\_\_\_\_.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

#### Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

**In Witness Whereof**, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

#### Contractor:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### State of Indiana Agency:

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Indiana Office of Technology

Karl B. Browning  
Chief Information Officer  
Date: \_\_\_\_\_

#### State Budget Agency

Charles E. Schalliol  
Director  
Date: \_\_\_\_\_

#### Department of Administration

Earl A. Goode  
Commissioner  
Date: \_\_\_\_\_

#### Office of the Attorney General

Stephen Carter  
Attorney General  
Date: \_\_\_\_\_

## Continuations

A contract continuation should be used in situations where the contract term is still in effect, but a new purchase order is necessary to continue payments.

### *Processing Requirements*

A requisition identified as a continuation of an existing contract should be prepared detailing the portion of the contract term the new purchase order is to cover. Forward the requisition, along with a copy of the original contract and any previously executed amendments to the IDOA Procurement Division for processing.

## Renewals

Contracts not having revisions to the terms and conditions or other modifications may be renewed before expiration for an additional term. The length of any contract, however, may not exceed a total of four years including the original term and all renewals. Renewal boilerplates, one for contracts not allowing price increases (Example 1 below), and one for contracts that do (Example 2 below), are available on the IDOA Procurement Division webpage at <http://www.in.gov/idoa/services/proctraining/>

### *Processing Requirements*

- Expired contracts cannot be renewed.
- Contracts cannot be renewed if the original contract did not contain a renewal clause.
- Renewal of a contract carries forward all original terms and conditions for another term.
- Renewals must be numbered using the requisition number created for that renewal.
- Renewals may allow an increase in cost only if provided for in the original contract.
- The original contract and renewal requisition must be attached to the renewal document, along with any previous renewals and/or amendments (if applicable).
- The renewal does not require approval/signature by the Attorney General or Office of Information Technology.
- Two types of renewal documents are available. Use the one applicable only.

A requisition identified as a renewal of an existing contract should be prepared detailing the term a new purchase order is to cover. Forward the requisition, along with a copy of the original contract and any previously executed amendments and/or renewals to the IDOA Procurement Division for processing.

Example 1 – Renewal (No Price Increase)

**Renewal # \_\_\_\_\_**  
**(For Renewals that DO NOT allow for a price increase)**

Pursuant to IC 5-22-17-4 and the terms of the contract/grant, \_\_\_\_\_ (hereinafter referred to as "State") exercises its option to renew its contract/grant with \_\_\_\_\_ (hereinafter referred to as "Contractor" / "Grantee") under the same terms and conditions of the original contract/grant dated \_\_\_\_\_. The entire contract/grant shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

The total amount of the renewal is the amount owing during the renewal period. The total remuneration of the contract/grant is the amount committed for the full life of the contract/grant.

Total amount of this renewal is \$ \_\_\_\_\_. Total remuneration of this contract/grant is not to exceed \$ \_\_\_\_\_.

**Non-Collusion and Acceptance**

You MUST have this clause in your renewal. THIS SHOULD BE THE FINAL CLAUSE BEFORE THE SIGNATURE PAGE. All Contracts, Grants, Amendments, Renewals, Addendums, etc. must include this clause.

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement shall remain in full force and effect.

**In Witness Whereof**, Contractor/Grantee and the State of Indiana have, through duly authorized representatives, entered into this contract/grant. The parties having read and understand the foregoing terms of the contract/grant do by their respective signatures dated below hereby agree to the terms thereof.

(If the original contract/grant says that the Renewal is at the sole discretion of the state, then the Contractor's/Grantee's signature is not necessary.)

**Contractor/Grantee:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Department of Administration**

Earl A Goode, Commissioner  
Date: \_\_\_\_\_

**State of Indiana Agency:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**State Budget Agency**

Charles E. Schalliol, Director  
Date: \_\_\_\_\_

## Example 2 – Renewal (Price Increases Allowable)

**Renewal # \_\_\_\_\_**  
**(For Renewals that DO allow for a price increase)**

Pursuant to IC 5-22-17-4 and the terms of the contract/grantee, \_\_\_\_\_ (hereinafter referred to as "State") exercises its option to renew its contract/grant with \_\_\_\_\_ (hereinafter referred to as "Contractor" / "Grantee") under the same terms and conditions of the original contract/grant dated \_\_\_\_\_. The entire contract/grant shall commence on \_\_\_\_\_ and shall terminate on \_\_\_\_\_.

The total amount of the renewal is the amount owing during the renewal period. The total remuneration of the contract/grant is the amount committed for the full life of the contract/grant.

In accordance with the original contract/grant an increase of \_\_\_\_\_, shall be allowed during this renewal period.

Total amount of this renewal is \$ \_\_\_\_\_. Total remuneration of this contract/grant is not to exceed \$ \_\_\_\_\_.

**Non-Collusion and Acceptance**

You MUST have this clause in your contract. THIS SHOULD BE THE FINAL CLAUSE BEFORE THE SIGNATURE PAGE. All Contracts, Grants, Amendments, Renewals, Addendums, etc. must include this clause.

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

All other matters previously agreed to and set forth in the original agreement shall remain in full force and effect.

**In Witness Whereof**, Contractor/Grantee and the State of Indiana have, through duly authorized representatives, entered into this contract/grant. The parties having read and understand the foregoing terms of the contract/grant do by their respective signatures dated below hereby agree to the terms thereof.

(If the original Contract/Grant says that the Renewal is at the sole discretion of the state, then the Contractor's/Grantee's signature is not necessary.)

**Contractor:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**Department of Administration**

Earl A. Goode, Commissioner  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**State of Indiana Agency:**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**State Budget Agency**

Charles E. Schalliol, Director

# PAYMENT METHODS AND PROCEDURES

There are three basic types of payment methods available; the Special Disbursing Officer (SDO), the Claim Voucher, and the Purchase Order (PO for one-time purchases, and PO for QPA purchases). The appropriate method to be used depends on the type of purchase, the dollar amount, and the agency Streamlining delegation.

## Special Disbursing Officer (SDO)

The SDO account is very similar to a personal checking account. With the exception of QPA's, the SDO officer is given an advance of state funds to be deposited in a checking account with permission to pay for certain types of purchases, determined by the authority granted by IDOA and the Auditor of State, within single purchase limits. The checking account is then reimbursed by the Auditor for the expenses listed on a form known as the SDO Reimbursement Voucher (SF 11649).

Although the SDO account is intended to be used for small dollar purchases, many agencies have SDO accounts with single purchase limits exceeding \$500. This does exempt purchases within the SDO single purchase limit from the requirement to seek competitive quotes. All purchases more than \$500 must be solicited according to the policies and procedures outlined in this manual regardless of the payment method.

According to the Auditor of State, SDO is the preferred payment method for all purchases less than \$500. Claim Vouchers within this dollar amount will be processed, but because administrative costs are less, the Auditor encourages use of the SDO account.

## Claim Voucher

A Claim Voucher (SF 11294) may be used to pay for purchases up to \$5,000 by agencies with the standard purchasing delegation. Agencies with increased delegation of authority may use the claim voucher to pay for purchases up to \$25,000. Special permission must be granted by the Procurement Division to pay for purchases using claim voucher if the purchase is above the agency delegation of authority. Requests for exception to this policy should be directed to the Deputy Director of Buying at 317/232-3032.

All purchases more than \$500 should begin with a requisition in PeopleSoft eProcurement. The requisition should be copied to a Request for Quote (if applicable) and a PeopleSoft purchase order created, approved, budget checked, dispatched, and a printed hard copy generated. The PO should then be emailed, faxed, or mailed to the vendor, but actual payment will be made using a claim voucher if the purchase is within the agency delegation. Purchases above the agency delegation must be paid for using an encumbered PO discussed in the next section.

### ***Claim Voucher Payment for Commodity Purchases***

After all requested items have been received and verified to meet the required specifications, attach the vendor's invoice to the Claim Voucher and Claim Voucher Abstract (SF 22933) and send it directly to the Auditor's office for payment. **DO NOT SEND** the PeopleSoft PO to the Auditor with the claim voucher. The agency should always keep a copy of these documents for their purchasing files.

### ***Claim Voucher Payment for Printing Purchases***

**Non-State Forms:** After all requested items have been received and the samples attached to the Certification of Printing Contract Performance have been reviewed and determined to be acceptable, attach the vendor's invoice to the Claim Voucher and Claim Voucher Abstract (SF 22933) and send it directly to the Auditor's office for payment.

**State Forms:** The vendor should deliver the requested items to the agency and return the Certificate of Printing Contract Performance (with four samples attached) and an original invoice to the Commission on Public Records. After the Commission has reviewed the samples and determined that they are acceptable, the invoice will be sent to the agency. After the invoice is received, attach it to the Claim Voucher and Voucher Abstract and forward to the Auditor for payment.

## Encumbered Purchase Order

A purchase order processed by the IDOA Procurement Division is used to encumber (reserve) the funds for a purchase. (Agencies may create PeopleSoft PO's within their Streamlining delegation, but ONLY the Procurement Division can create an encumbrance through the Auditor of State.) An encumbered purchase order is required for all purchases \$5,000 and above for agencies with the standard purchasing delegation, and \$25,000 and above for agencies with increased delegation of authority. Also, IDOA encumbers all POs for contracts above \$500.00.

The vendor will be notified (by receiving a purchase order) that their company has received the award and the funds for the purchase reserved. The vendor will not receive payment, however, until all requested items have been received, inspected, and accepted. Partial payments may be made as necessary against an encumbered PO.

### ***Encumbered PO's for Commodity Purchases***

After all requested items have been received and verified to meet the required specifications, attach the vendor's invoice to the receiver copy of the PO and forward to the Auditor's office for payment.

### ***Encumbered PO's for Printing Purchases***

**Non-State Forms:** After all requested items have been received and the four (4) samples attached to the Certificate of Printing Contract Performance have been reviewed and determined to be acceptable, attach the vendor's invoice to the receiver copy of the purchase order and forward to the Auditor for payment.

**State Forms:** The vendor should deliver the requested items to the agency and return the Certificate of Printing Contract Performance (with four (4) samples attached) and an original invoice to the Commission on Public Records. After the Commission has reviewed the samples and determined that they are acceptable, the invoice will be sent to the agency. Attach the vendor's invoice to the receiver copy of the PO and forward to the Auditor for payment.

It is important not to confuse the payment method with the procurement method. Purchases made by any procurement method may be paid for using a variety of different payment methods depending on circumstantial requirements.

## Payment for QPA Purchases

### ***QPA Purchases within Streamlining Delegation***

Purchases from QPAs (the eProcurement Catalog) may be paid for by SDO or Claim Voucher up to the agency Streamlining delegation; \$5,000 for standard delegation, and \$25,000 for increased delegation.

QPA purchases must begin with a requisition in PeopleSoft eProcurement using the Search Catalog function to select the items to be purchased. The requisition should be copied to a purchase order, approved, budget checked, dispatched, and a printed hard copy generated. The PO should then be emailed, faxed, or mailed to the QPA vendor. When the goods are received, the invoice should be paid by SDO or claim voucher.

### ***QPA Purchases above Streamlining Delegation***

Purchases from QPAs (the eProcurement Catalog) with dollar amounts above the agency claim voucher delegation should be paid by an encumbered QPA Purchase Order issued by IDOA Procurement.

QPA purchases must begin with a requisition in PeopleSoft eProcurement using the Search Catalog function to select the items to be purchased. The requisition should be copied to a purchase order, a printed hard copy generated, and the PO forwarded to the IDOA Procurement Division. IDOA will approve, budget check, and dispatch the PO in PeopleSoft, and process an encumbrance through the Auditor's Office.

Copies of the PO will be sent to the vendor and the agency when the Auditor has completed the encumbrance. When the requested items have been received from the vendor and accepted, the agency should sign the receiver copy, enter the quantity received, and forward it along with the vendor's invoice to the Auditor for payment.

### ***QPA Confirming***

**Confirming purchases are not allowed unless an exception has been granted by IDOA Procurement.**

A QPA "Confirming" is used in cases where it is imperative that a purchase is made from a QPA contract immediately and the standard procedures bypassed. A confirming should only be necessary if the purchase is above an agency's delegation of authority to pay by Claim Voucher.



Create the requisition in PeopleSoft eProcurement using the Search Catalog function to select the items to be purchased. The requisition should be copied to a purchase order, approved, budget checked, dispatched, and a printed hard copy generated. The PO should then be emailed, faxed, or mailed to the QPA vendor.

When the requested items have been received, attach the vendor invoice to the PO and forward it to the IDOA Procurement Division. Please be sure that the PO is clearly marked "Confirming". IDOA will send the receiver copy along with two copies to the Auditor for processing payment and return a copy of the receiver to the agency.

## **LATE PAYMENTS**

The Auditor of State is responsible for processing payments to vendors for all purchases. As stated in Indiana Code (IC) 5-17-5-1, unless there is contract language specifying the terms and conditions of payment, vendors are to be paid within thirty-five (35) days of the date on the vendor's invoice. If payment is made after day thirty-five (35), a penalty of one percent (1%) per month (compounded monthly) of the gross payment due to the vendor will be assessed.

### **Incorrect Invoice Dates**

If the date on the vendor's invoice conflicts with the date that the agency received the goods or services, this conflict should be noted on the PO Receiver Copy or Claim Voucher and on the vendor's invoice. This notation can be made using a stamp, and the "adjusted" invoice date should be indicated in the stamp area. The Auditor's office will use the date specified by the agency as the correct invoice date. Identifying these dates correctly will allow agencies to avoid late payment penalties.

### **Good Faith Disputes**

A good faith dispute involves goods or services received by an agency that do not conform to the agency specification requirements or quantities requested.

For the Auditor to properly calculate the late payment penalty or not assess a penalty when there is a good faith dispute, agencies must complete the Invoice Information section of the orange (receiver) copy of the purchase order. The vendor's invoice, bill, or statements are to be stamped with the date received. The orange copy of the purchase order is to be dated using the date that the goods or services are actually received and determined to be acceptable.

### **Special Contract Terms and Conditions**

If there is internal contract language that determines when payment is to be made (and it conflicts with the 35-day policy), it should be indicated on the PO Receiver Copy or Claim Voucher and the vendor's invoice. The contract payment terms should also be indicated. This procedure should be followed only if the vendor's invoice date is in error and not in accordance with the agreed terms and conditions.

The Indiana Codes cited below are excerpts from State of Indiana statutes governing procurement practices. All designated procurement agents should at a minimum be aware of the procurement codes as a reference. A comprehensive, searchable listing is available on the Internet at <http://www.in.gov/legislative/ic/code/>.

### Artificially Dividing

#### **Indiana Code (IC) 5-22-8-1 regarding artificially dividing purchases:**

*Sec. 1. (a) This chapter applies only to a purchase expected by the purchasing agent to be less than seventy-five thousand dollars (\$75,000).*

*(b) Purchase requirements may not be artificially divided so as to constitute a small purchase under this chapter.*

*As added by P.L.49-1997, SEC.1. Amended by P.L.7-1998, SEC.1.*

### Nomination of Purchasing Representatives

#### **Indiana Code (IC) 4-13-1.3-5 regarding procurement agents:**

*Sec. 5. (a) Each state agency shall nominate a purchasing representative from among its employees to the department. The department [IDOA] may appoint the nominated employee as the purchasing representative or request another nomination.*

*(b) The purchasing representative shall do the following:*

*(1) Serve as a liaison between the state agency and the department.*

*(2) Prepare all forms that the department requires to be completed by the state agency.*

*(c) If a state agency has branches, facilities, or institutions located at multiple sites, the department may appoint a purchasing representative for any or all of the sites.*

*(d) The department shall provide training in purchasing procedures for the purchasing representatives.*

*(e) If a purchasing representative's actions are not satisfactory to the department, the department may revoke the appointment of the representative and require the state agency to nominate another representative.*

*(f) A state agency may not make purchases during any period during which the state agency does not have a purchasing representative.*

*As added by P.L.49-1997, SEC.8.*

### Mandatory Purchasing from PEN Products

#### **IC 5-22-11**

##### **Chapter 11. Purchases from the Department of Correction**

#### **IC 5-22-11-1**

*Sec. 1. Subject to section 2 of this chapter, a governmental body shall purchase from the department of correction supplies and services produced or manufactured by the department under IC 11-10-6 as listed in the department's printed catalog unless the supplies and services cannot be furnished in a timely manner.*

*As added by P.L.49-1997, SEC.1.*

#### **IC 5-22-11-2**

*Sec. 2. Supplies and services purchased under this chapter must:*

*(1) meet the specifications and needs of the purchasing governmental body; and*

*(2) be purchased at a fair market price.*

*As added by P.L.49-1997, SEC.1.*

#### **IC 5-22-11-3**

*Sec. 3. The department of correction shall furnish each governmental body a catalog with the following information:*

*(1) Supplies and services available for sale.*

*(2) Prices of supplies and services available for sale.*

*As added by P.L.49-1997, SEC.1.*

### Mandatory Purchasing from INARF Work Centers

#### **IC 5-22-13**

##### **Chapter 13. Purchases from Qualified Nonprofit Agencies for Persons with Severe Disabilities**

#### **IC 5-22-13-1**

*Sec. 1. As used in this chapter, "qualified agency" refers to a nonprofit agency for persons with severe disabilities that meet all of the following conditions:*

*(1) The agency complies with Indiana laws governing private nonprofit organizations.*

*(2) The agency is certified by the Wage and Hour Division of the United States Department of Labor.*

*(3) The agency meets the standards adopted by the secretary of family and social services.*

*(4) The agency makes reports under IC 16-32-2-7.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-13-2**

*Sec. 2. (a) This section applies only to a governmental body that is a political subdivision.*

*(b) A governmental body may purchase supplies and services without advertising or calling for bids from a qualified agency under the same conditions as supplies produced by the department of correction are purchased under IC 5-22-11.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-13-3**

*Sec. 3. (a) This section applies to a governmental body not covered by section 2 of this chapter.*

*(b) A governmental body shall purchase supplies and services without advertising or calling for bids from a qualified agency under the same conditions as supplies produced by the department of correction are purchased under IC 5-22-11.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-13-4**

*Sec. 4. A governmental body may apportion purchases of supplies and services under this chapter on an equitable basis among the interested qualified agencies.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-13-5**

*Sec. 5. Supplies and services purchased under this chapter must:*

*(1) meet the specifications and needs of the purchasing governmental body; and*

*(2) be purchased at a fair market price.*

*As added by P.L.49-1997, SEC.1.*

## **Provision for Special and Emergency Procurements**

### **Indiana Code (IC) 5-22-10**

#### **Chapter 10. Special Purchasing Methods**

**IC 5-22-10-1**

*Sec. 1. Notwithstanding any other provision of this article, a purchasing agent may make a purchase under this chapter without soliciting bids or proposals.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-10-2**

*Sec. 2. A special purchase must be made with competition as is practicable under the circumstances.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-10-3**

*Sec. 3. (a) A purchasing agent shall maintain the contract records for a special purchase in a separate file.*

*(b) A purchasing agent shall include in the contract file a written determination of the basis for:*

*(1) the special purchase; and*

*(2) the selection of a particular contractor.*

*(c) Notwithstanding any other law, a governmental body shall maintain a record listing all contracts made under this chapter for a minimum of five (5) years. The record must contain the following information:*

*(1) Each contractor's name.*

*(2) The amount and type of each contract.*

*(3) A description of the supplies purchased under each contract.*

*(d) The contract records for a special purchase are subject to annual audit by the state board of accounts.*

*As added by P.L.49-1997, SEC.1.*

**IC 5-22-10-4 Emergency conditions**

*Sec. 4. (a) A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety.*

*(b) The counterterrorism and security council established by IC 4-3-20-2 may make a purchase under this section to preserve security or act in an emergency as determined by the governor.*

*As added by P.L.49-1997, SEC.1. Amended by P.L.123-2002, SEC.9.*

## **Procurement Contracts**

*Indiana Code 4-13-2-14.1 (a) requires that all contract involving a state agency be approved by (1) the Commission of DOA; (2) the Director of State Budget Agency (subject to certain dollar threshold amounts); and (3) the Attorney General.*

# SPECIAL PROCUREMENTS

As provided for by Indiana Code (IC 5-22-10), Special/Emergency purchasing methods may be used when unique circumstances exist, allowing standard practices to be circumvented. The need for this type of purchase must qualify under at least one of the criteria defined on the Source Selection Authorization for Special Procurement document (**Attachment Supplement Exhibit I**), and justification **must** be provided explaining why this type of procurement is necessary (see Special Procurement Justification Example, **Attachment Supplement Exhibit J**).

Special Procurements over an agency's delegation of authority to pay by Claim Voucher must be submitted to the Deputy Director of Buying, IDOA Procurement Division. If assistance is needed to determine if the necessary purchase qualifies as a Special Procurement, contact the Deputy Director of Buying at 317/232-3032. Any requisitions submitted as Special Procurements that do not qualify, will be returned for solicitation using the standard quotation procedure.

## Procedures for Special Procurements

A Special Procurement purchase requires the use of RFQ solicitation package comprised of the standard purchasing forms as required for any purchase \$2,500 or more. The solicitation documents may be faxed or mailed to prospective bidders.

If circumstances dictate that competition cannot be sought, a special procurement must be requested. Procurement Contract purchases require justification that addresses the following questions. Providing incomplete information will result in the contract being returned pending submission of proper justification.

- State in detail why this specific product is needed.
- Is this product needed due to compatibility issues?
- What research was done to determine that this is the best solution for the State and the price is fair and reasonable?
- What sets this product aside from similar products? What does this product offer that other products don't that is imperative to the agency operation?
- Why was this particular contractor chosen?
- Were other vendors contacted? (How many? Their names? Results of contact made? Price?)

Time-sensitive purchases with the potential to seriously impair the function of an agency may require that bidder responses are requested as quickly as needed; allowing the requirement that provides bidders seven business days to respond to be bypassed.

The requirement to solicit responses from at least three bidders may be suspended if the essential purchase can only be made from a single source, as in the purchase of a software upgrade or manufacturer specific replacement parts, for example. Only the bidder capable of meeting the agency's reasonable requirements should be solicited. The bidder **must** supply a letter or memo from the manufacturer certifying that the requested item or product is not available from another source. It will also be necessary to provide a price comparison to prove that the quoted price is fair and reasonable (see *Justification*, pg. 39, and *Fair and Reasonable Pricing*, pg. 40.)

The recommended bidder must return the necessary forms to be considered responsive.

## Procedures for Special Procurements Under Emergency Conditions

Indiana Code provides for a special procurement when a threat to public health, welfare, or safety exists under emergency conditions. Qualifying purchases should be initiated by soliciting telephone quotations from three bidders (if possible).

After evaluating the telephone quotes, fax the Request for Quotation form (from PeopleSoft), along with the standard Terms and Conditions and the Signature section from the solicitation package to the bidder selected. The bidder should complete the forms and return them by fax to the procurement agent or designee.

Complete the Emergency Expenditure Documentation form (SF 47900, **Attachment Supplement Exhibit K**) and a letter of justification (see example **Attachment Supplement Exhibit L**). **Prior to the purchase**, email all documentation and a request for approval to the Deputy Director of Buying at [ideaton@idoa.in.gov](mailto:ideaton@idoa.in.gov).

The procedures and required approvals outlined above apply only to purchases greater than \$2,500. Agencies have the authority to complete purchases less than \$2,500 using telephone quotations by delegation of authority under the Streamlining program.

## Procedures for Opportunity Buys

ALL opportunity buys must be cleared through IDOA Procurement regardless of dollar amount. The Opportunity Buy form (**Attachment Supplement Exhibit M**) should be completed and emailed to the IDOA Procurement Division Deputy Director of Buying at [ideaton@idoa.in.gov](mailto:ideaton@idoa.in.gov).

# STREAMLINING PROGRAM COMPLIANCE

## Quarterly Reports

Delegation of authority to complete purchases up to \$5,000 (\$25,000 for agencies with Increased Delegation) under the Streamlining program, requires that agencies not using PeopleSoft financials (AP/GL) for the full quarter must submit manual quarterly reports (**Attachment Supplement Exhibit N**) to the IDOA Procurement Division, Assessment Section by the 10<sup>th</sup> of the month following the end of a quarter (i.e. October, January, April, and July). It is the responsibility of each agency head to ensure that the information provided is accurate and complete. If reports are not received by the required date, a reminder will be sent to the agency head procurement agent and their immediate supervisor.

The Assessment Section will allow agencies having computer programs capable of reporting the required information electronically to submit the required reports in varied formats, providing that ALL of the required information is supplied. Quarterly reports may be submitted via e-mail, disc, or hard copy sent to:

Indiana Department of Administration  
Procurement Division, Assessment Section  
402 W. Washington St., Room W468  
Indianapolis, IN 46204

The quarterly report information will be used by the assessment staff to identify the documents agencies will be asked to provide for review during scheduled assessments. IDOA reserves the right, however, to request additional information if needed. Also, as IDOA has an obligation to report certain purchasing related information on behalf of all State agencies, the quarterly reports provided will assist IDOA in accomplishing this requirement. An annual report will not be necessary providing that all required information is submitted quarterly as required.

Effective 7/1/2006 all agencies using PeopleSoft financials (AP/GL) for the full quarter will not need to send manual reports to compliance as the Assessment Section will query PeopleSoft for the necessary using the three (3) public queries listed below.

- SOI\_STREAMLINE\_AP
- SOI\_STREAMLINE\_AP\_NO\_PO
- SOI\_STREAMLINE\_PO

## Assessment Process

The Assessment Section will periodically assess each agency's procurement procedural performance based on criteria noted in the Assessment Criteria section. The information gathered from each agency's assessments will be maintained in the Assessment Section, and will detail all errors that might have been found in procurement activities involving purchases paid for by purchase order, claim voucher, and SDO. A copy of the assessment results will be provided to the agency central office and/or where applicable.

## Assessment Frequency

The information compiled from an agency's first assessment will determine the frequency of future assessments. The frequency of assessment is as follows:

<b>100% assessment:</b>	agency will be assessed twice annually
<b>Two (2) 100% assessments:</b>	agency will be assessed annually
<b>90- 100%:</b>	agency will be assessed quarterly
<b>89.9 – 75%:</b>	agency will be assessed prior to end of the next quarter
<b>Below 75%:</b>	agency will be assessed a month after completion of mandatory training

## Assessment Scoring

During assessments, the Assessment Section will review a random selection of the agency's procurement files scoring each file based on the Assessment Criteria noted in the Assessment Criteria section. Each criterion is based on statute, policy or procedure for purchasing. Each agency will be assessed based on the scoring system below:

- 1.) Each file will be worth 100 points at the start of assessment.
- 2.) The agency can loose points based on the type of violation found, this is as follows:
  - a.) Policy Violations
    - 1.) 1 violation 10 points lost
    - 2.) 2 violations 20 points lost
    - 3.) 3+ violations 30 points lost (maximum of 30 can be lost)
  - b.) Policy based on Statute Violations
    - 1.) 10 points lost per violation (no maximum)
  - c.) Procedure Violations
    - 1.) 5 points lost per violation (no maximum)
  - d.) Statute Violations
    - 1.) Violation of #34 or #35 100 points lost (0 points for the file)
    - 2.) 1 violation 15 points lost (other than #34 or 35)
    - 3.) 2 violations 30 points lost
    - 4.) 3+ violations 100 points lost (0 points for the file)

**The file can only loose a total of 100 points.**

- 3.) The calculation for the assessment percentage is as follows:

$$\frac{\text{Sum of actual points awarded per file}}{\text{Total Number of Files Reviewed X 100 points available per file}} = \text{Assessment Percentage}$$

Example based on reviewing 30 files and the agency getting a total of 2700 points for all files total.

$$2700/(30 \times 100) = \% \quad \text{or} \quad 2700/3000 = 90\% \text{ assessment}$$

**90% is considered the *Acceptable Performance Measurement*. If an agency scores between 90% and 75% all procurement agents will attend special training to review the areas of most common mistakes made during the assessment. If the agency falls below 75% all procurement agents will attend the full Streamline training.**

# ASSESSMENT CRITERIA

## Assessment Criteria by Subject Types

### Appropriate Approvals

1. Failure to obtain approval for computer software/hardware purchases – **Statute violation IC 4-13.1-2-2**
2. Failure to obtain approval for telecommunications purchases – **Statute violation IC 4-13.1-2-2**
3. Failure to obtain approval for paper shredder/microfilming equipment purchases – **Statute violation IC 5-15-5.1-5**
4. Failure to route printing for approvals to ICPR, EPIC, and PEN – **Statute violation IC 5-15-5.1-5, 4-13-4.1-2, 5-22-11**
5. Failure to route to PEN Products – **Statute violation IC 5-22-11**
6. Failure to obtain internal approvals – **Policy violation**
7. Unapproved emergency purchase – **Policy violation**
8. Failure to obtain appropriate signatures on Contracts – **Statute violation IC 4-13-2-14.1**

### Solicitation Procedure

9. Failure to solicit three vendors – **Policy violation based on IC 5-22-8-3(b), 25 IAC 1.1-1-9**
10. Failure to solicit Small Businesses for Set-Aside program or to request exception – **Statute violation IC 5-22-14**
11. Failure to use the correct solicitation method – **Policy violation**
12. Failure to use the correct documents at time of solicitation – **Policy violation**
13. Failure to purchase from PEN Products or IN-ARF – **Statute violation 5-22-11, 5-22-13**
14. Failure to purchase from established QPAs – **Policy violation**

### Justification/Documentation

15. No justification/documentation for requesting a specific name brand – **Policy violation based on IC 5-22-5-3**
16. No fair and reasonable pricing documentation for awarding to the only quotation received – **Policy violation**
17. No justification/documentation for awarding to other than low – **Policy violation**
18. No justification from agency for Special Procurements – **Statute violation IC 5-22-10-3**
19. No documentation for breaking a tie between quotations – **Policy violation**
20. No documentation for Emergency Procurements – **Statute violation IC 5-22-10-3, 5-22-10-4**
21. No justification/documentation of quote recommend, spreadsheet (15 line items or more) – **Policy violation**
22. Failure to document telephone quotations – **Policy violation**
23. No documentation from Sole Source vendor – **Statute violation IC 5-22-10-3, 5-22-10-13**
24. Failure to obtain manufacturer certification for recycled preference claimed – **Policy violation based on IC 5-22-15-16**
25. Failure to obtain letter from manufacturer for US manufactured certification – **Policy violation based on IC 5-22-15-9, 5-22-15-21**

### Evaluation

26. Award to "late" quotation – **Policy violation**
27. Failure to obtain signature page – **Statute violation IC 4-13-2-14.1**
28. Failure to date and time stamp receipt of quotations – **Procedure violation**
29. Failure to apply preferences – **Statute violation IC 5-22-15**
30. Use of red ink when making notations on quotations – **Procedure violation**
31. Failure to obtain DWD clearance check on awarded vendor. – **Policy violation**
32. Failure to obtain DOR clearance check on awarded vendor – **Statute violation IC 5-22-16-4**
33. Failure to obtain SOS clearance check on awarded vendor – **Statute violation IC 5-22-16-4**

### Legalities

34. Artificially dividing procurements – **Statute violation IC 5-22-8-1(b)**
35. Purchasing without an authorized Procurement Agent – **Statute violation IC 4-13-1.3-5**

## Assessment Criteria by Violation Type

### Statue Violation

1. Failure to obtain approval for computer software/hardware purchases – **Statute violation IC 4-13.1-2-2**
2. Failure to obtain approval for telecommunications purchases – **Statute violation IC 4-13.1-2-2**
3. Failure to obtain approval for paper shredder/microfilming equipment purchases – **Statute violation IC 5-15-5.1-5**
4. Failure to route printing for approvals to ICPR, EPIC, and PEN – **Statute violation IC 5-15-5.1-5, 4-13-4.1-2, 5-22-11**
5. Failure to route to PEN Products – **Statute violation IC 5-22-11**
8. Failure to obtain appropriate signatures on Contracts – **Statute violation IC 4-13-2-14.1**
10. Failure to solicit Small Businesses for Set-Aside program or to request exception – **Statute violation IC 5-22-14**
13. Failure to purchase from PEN Products or IN-ARF – **Statute violation 5-22-11, 5-22-13**
18. No justification from agency for Special Procurements – **Statute violation IC 5-22-10-3**
20. No documentation for Emergency Procurements – **Statute violation IC 5-22-10-3, 5-22-10-4**
23. No documentation from Sole Source vendor – **Statute violation IC 5-22-10-3, 5-22-10-13**
27. Failure to obtain signature page – **Statute violation IC 4-13-2-14.1**
29. Failure to apply preferences – **Statute violation IC 5-22-15**
32. Failure to obtain DOR clearance check on awarded vendor – **Statute violation IC 5-22-16-4**
33. Failure to obtain SOS clearance check on awarded vendor – **Statute violation IC 5-22-16-4**
34. Artificially dividing procurements – **Statute violation IC 5-22-8-1(b)**
35. Purchasing without an authorized Procurement Agent – **Statute violation IC 4-13-1.3-5**

### Policy Violation

6. Failure to obtain internal approvals – **Policy violation**
7. Unapproved emergency purchase – **Policy violation**
11. Failure to use the correct solicitation method – **Policy violation**
12. Failure to use the correct documents at time of solicitation – **Policy violation**
14. Failure to purchase from established QPAs – **Policy violation**
16. No fair and reasonable pricing documentation for awarding to the only quotation received – **Policy violation**
17. No justification/documentation for awarding to other than low – **Policy violation**
19. No documentation for breaking a tie between quotations – **Policy violation**
21. No justification/documentation of quote recommend, spreadsheet (15 line items or more) – **Policy violation**
22. Failure to document telephone quotations – **Policy violation**
26. Award to “late” quotation – **Policy violation**
31. Failure to obtain DWD clearance check on awarded vendor. – **Policy violation**

### Policy based on Statute Violation (These policies carry more weight)

9. Failure to solicit three vendors – **Policy violation based on IC 5-22-8-3(b), 25 IAC 1.1-1-9**
15. No justification/documentation for requesting a specific name brand – **Policy violation based on IC 5-22-5-3**
24. Failure to obtain manufacturer certification for recycled preference claimed – **Policy violation based on IC 5-22-15-16**
25. Failure to obtain letter from manufacturer for US manufactured certification – **Policy violation based on IC 5-22-15-9, 5-22-15-21**

### Procedure Violation

28. Failure to date and time stamp receipt of quotations – **Procedure violation**
30. Use of red ink when making notations on quotations – **Procedure violation**



## DEFINITIONS

**DOR** - Department of Revenue

**DWD** - Department of Workforce Development

**IDOA** - Indiana Department of Administration

**IN-ARF** (Indiana Association of Rehabilitation Facilities) - Qualified Nonprofit Agencies for Persons with Severe Disabilities; providing products and services from various work centers.

**Increased Delegation** - A secondary level delegation of purchasing authority granted to agencies under the Streamlining Program based on a high level of performance and adherence to requirements, allowing agencies to initiate procurements up to an estimated dollar amount of \$75,000. Purchases up to \$25,000 may be completed and paid for by claim voucher; purchases \$25,000 to \$75,000 must be submitted to the IDOA Procurement Division for review and award of a purchase order.

**Open and Close Dates:** The Open Date refers to the approximate date and time that a solicitation is sent out or made available to prospective bidders. The Close Date refers to the date and time that bidder responses must be returned. Each of these is a data field that must be completed by the procurement agent or designee when creating a Request for Quotation in PeopleSoft.

**PEN** (Prison Enterprise Network) **Products** - Supplies and services produced or manufactured by the Department of Correction.

**PS** (PeopleSoft) - The State of Indiana's purchasing software.

**QPA** (Quantity Purchase Agreement) - A contract established for repetitive purchases requiring the vendor to adhere to set pricing for the term of the contract; usually for one year, renewable for a total of four years.

**RFQ** (Request for Quotation) - The document used for soliciting quotations from bidders.

**SDO** (Special Disbursing Officer) - The officer is given an advance of state funds to be deposited in a checking account with permission to pay for certain types of purchases within single purchase limits. The account is reimbursed as needed by the Auditor of State.

**"Search Catalog"** Requisition - A request for the purchase of items from PEN Products, IN-ARF work centers, or QPA contracts, created using the Search Catalog function in PeopleSoft eProcurement.

**SOI** - State of Indiana

**Solicitation Package** – The package of standard forms (including the Request for Quotation form) required when soliciting bidders for purchases \$2,500 and above.

**SOS** - Secretary of State

**"Special Request"** Requisition - A request for the purchase of items and/or services not available from the PeopleSoft eProcurement catalog, created using the Special Request link.

**Standard Delegation** - The initial delegation of purchasing authority granted to agencies under the Streamlining Program, allowing agencies to initiate procurements up to an estimated dollar amount of \$25,000. Purchases up to \$5,000 may be completed and paid for by claim voucher or SDO; purchases \$5,000 to \$25,000 must be submitted to the IDOA Procurement Division for review and award of a purchase order.

**UNSPSC** - United Nations Standard Products and Services Code; a category-coding system used for the classification of goods and services.

## IMPORTANT GENERAL INFORMATION

### FINANCIAL DISCLOSURE STATEMENT

The State Ethics Commission requires that all State of Indiana procurement agents complete a Financial Disclosure Statement (SF 40876) each year. The form may be completed online, and is available at <http://www.IN.gov/ethics/forms/FDSnotice.html>. It must be completed and filed with the Commission no more than sixty (60) days from the training session date where delegation of authority is granted. The State Ethics Commission will contact procurement agents each year thereafter. Questions regarding this requirement should be directed to Timothy J. McClure, Director, at (317) 232-3850.

***A charge of \$10.00 per day will be assessed for Financial Disclosure Statements received past the 60-day deadline.***

### SHIPPING TERMS

The State of Indiana does not accept any shipping terms other than FOB Destination. Shipping costs may be included in quotations, but the seller must maintain responsibility for the products or items during transit. Bidders indicating other shipping terms, such as FOB Origin, must be asked to honor the State's policy. If the bidder refuses, the IDOA Procurement Division Director of Purchasing must be contacted for approval before considering the quotation for an award. Listed below are some of the more common shipping terms and their definitions.

**FOB Destination** – Free on Board Destination. The seller maintains responsibility for the goods until they are delivered and accepted. (Acceptable with no approval.)

**FOB Point** – Equivalent to FOB Destination, sometimes also called FOB Shipping Point. (Acceptable with no approval.)

**FOB Origin** – The buyer accepts responsibility for the goods at the time they are transferred from the seller to the courier. (Never acceptable.)

**FOB PPD & ADDED** – Free on Board, Pre-Paid and Added. Shipping costs are pre-paid by the seller and added to the cost of the purchase. The seller maintains responsibility for the goods until they are delivered and accepted. (Accepted in certain circumstances with approval from the Director of Procurement or designee.)

### UNSPSC CODES

The United Nations Standard Products and Services Codes (UNSPSC) has been adopted by the State of Indiana as the category classification system for purchasing goods and services. The system assists purchasing efforts by organizing items, bidders, and vendors into category groups, while providing a tool for electronic routing of information and detailed reporting.

UNSPSC Codes are required when using PeopleSoft, and may be selected when needed using the available search functions. A complete listing (in Excel format) may also be found on the IDOA Procurement Division Web page at [www.IN.gov/idoa/proc](http://www.IN.gov/idoa/proc).

### MAKING NOTATIONS

Any time that it is necessary to document information on quotations received from bidders, be sure to use **red ink**. This will make a distinction between information provided by the bidder, and purchasing staff documentation. Also, using red ink makes important information easier to interpret during assessments.

### WEBSITE INFORMATION

The IDOA Procurement Division Web page at [www.IN.gov/idoa/proc](http://www.IN.gov/idoa/proc) provides important information to assist procurement agents and purchasing staff, including required documents, manuals, training session schedules, QPAs, and eProcurement user guides.

### ASSISTANCE WITH VENDORS

Agencies requiring additions, updates, or revisions to vendor information (in the PeopleSoft database) for soliciting, entering responses, or making payments should contact the Procurement Division Vendor Coordinator at 317/232-6870.

### PEOPLESOFT HELPLINE

All technical issues should be posted using the link on the PeopleSoft login page, or by sending an email to [gmississues@iot.in.gov](mailto:gmississues@iot.in.gov).

### NAICS CODES

The North American Industry Classification System code, also called the Business Activity code, must be provided by bidders at the time of registration. The codes can be found on the following Federal business Income Tax return documents.

Individual - Form 1040 - Schedule C, Page 1, Line B  
Partnership - Form 1065 - Page 1, Line C  
Corporation - Form 1120 - Page 2, Schedule K, Line 2a  
Sub Chapter S Corporations - Form 1120S - Page 1, Line B

Information about NAICS may also be found on the Internet at [www.nacis.com](http://www.nacis.com).

## **BUY INDIANA!**

Businesses may register through the IDOA Procurement web site at [http://www.in.gov/idoa/proc/bidder\\_reg.html](http://www.in.gov/idoa/proc/bidder_reg.html) to receive notice of IDOA Procurement Division solicitations by email based on the UNSPSC codes selected.

Registered bidders meeting the qualification requirements as an "Indiana Business" may elect to participate in the Buy Indiana business-to-business directory available to anyone interested in buying Indiana products and/or services. There is no cost to be listed or to access the information!

# ATTACHMENT A

## TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
3. **TERMINATION FOR CONVENIENCE:** This Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to termination effective date, specifying the extent to which performance of services under which such termination becomes effective. The Contractor shall be compensated for performance prior to the notice date of termination but in no case shall total payment made to Contractor exceed the original Agreement price due on Agreement. No price increase shall be allowed on individual line items if canceled only in part.
4. **FUNDING CANCELLATION:** When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, this Agreement shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.
5. **INSURANCE:** If this Agreement provides for work to be performed by the Contractor for the State, the Contractor shall be responsible for providing all necessary unemployment and workers' compensation, insurance for the Contractor's employees and liability and property/casualty insurance, as required by the State. Upon request, the Contractor shall furnish a certificate of insurance showing coverage acceptable to the State.
6. **DELIVERY:** Delivery must be made at time agreed upon. If any indicated or actual delays arise, the using agency must be notified immediately, in writing, with the cause for such delay stated. If any goods are not delivered within the time specified on the Purchase Order, or within a reasonable time not exceeding 30 days after receipt of a Purchase Order if no time is specified, the using agency may refuse to accept such goods, and this Agreement may be cancelled. Each package shall be numbered and labeled with the State's Purchase Order number, contents and weight, and shall contain an itemized packing slip and be properly packed for shipment.
7. **QUANTITY:** Goods shipped in excess of quantity designated in the Purchase Order may be returned at the Contractor's expense.
8. **COMPLIANCE WITH SPECIFICATIONS:** The goods and/or services shall conform strictly to the specifications, drawings, or samples specified or furnished in connection with the bid/quote, all of which are incorporated herein. The Contractor warrants all goods and/or services delivered to be free from defects of material or workmanship. This warranty shall survive any inspection, delivery, acceptance, or payment by the State of the goods and/or services. Inspections shall be on the State's premises unless otherwise specified. The State shall have the right to reject and return at the Contractor's expense, or to require at the Contractor's expense, the correction or replacement of materials, workmanship, or services which are defective or do not conform to the requirements of the Purchase Order.
9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets.
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and non-systematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and non-systematic violations, has not violated the terms of IC 24-4-7 in the previous three hundred sixty-five (365) days, even if IC 24-4-7 is preempted by federal law; and (B) will not violate the terms of IC 24-4-7 for the duration of the Agreement, even if IC 24-4-7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13-1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.

# **STATE OF INDIANA**

***Request for Quotation***      **SOLICITATION NO:** \_\_\_\_\_

REQUEST FOR: \_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

REQUESTOR: \_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

**YOUR RESPONSE MUST BE RECEIVED BY:** \_\_\_\_\_

## **GENERAL INFORMATION**

The information below is provided to assist you in completing this request. Please note that these instructions may not contain all applicable requirements. Careful reading of this request is imperative. Failure to follow these instructions or those printed throughout this package could lead to rejection of your quotation. It is not necessary to return this page with your response.

- Type or print legibly in black ink all requested information, including prices and extensions, as well as accurate vendor information.
- Manually sign the "Signature Page and Contract" if applicable.
- Fax or mail your response to the Requestor listed above. **(IF THE RESPONSE IS GREATER THAN \$75,000, A MANUAL SIGNATURE IS REQUIRED, THEREFORE A FAX IS NOT ACCEPTABLE) AGENCY PERSONNEL ARE ONLY AUTHORIZED TO CONDUCT PURCHASE OF THIS DOLLAR AMOUNT ON MAINTENANCE AGREEMENT AND SOFTWARE LICENCES**
- Do not add any contractual or payment terms and conditions. Terms and conditions of the award will be those listed in this request package and the resulting Purchase Order only.
- If you are not eligible to claim the Recycled Preference but are offering recycled content products, please list the percentage of content for EACH LINE ITEM and provide manufacturer certification.
- If you are not willing to accept a split award (partial order), your response must include the statement, "Bidding all or none."
- Your response must be received by the requested date and time indicated.
- If you have questions regarding this request, contact the requestor listed above.
- Bidders are not required to be registered with the Procurement Division to respond to a solicitation. If your quotation is recommended for an award, you will be notified of the registration requirements. You will have five (5) days from the date of notification to complete the registration requirements, or the recommended award will be canceled. To register or verify your registration status, please call the Procurement Division at (317) 232-6870. To register electronically, visit [http://www.in.gov/idoa/proc/bidder\\_reg.html](http://www.in.gov/idoa/proc/bidder_reg.html).

## TERMS AND CONDITIONS

1. **ACKNOWLEDGMENT:** This Agreement contains the complete and final Agreement between the State and the Contractor and no other Agreement in any way modifying any of said terms and conditions will be binding upon the State or the Contractor unless made in writing and signed by the State's and the Contractor's authorized representative.
2. **PRICING:** Unit price must be entered and extended, and the total price of the solicitation must be shown. If there is an error between the unit price and total price, the unit price shall prevail. Awarded Prices: Prices listed for each item are firm and cannot be changed. Any revision in price may be rejected at the discretion of the IN Dept. of Administration, and may result in cancellation of the Purchase Order without recourse on the part of the awarded Contractor.
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9. **WARRANTY:** The Contractor will furnish all parts and maintenance at no charge for a period of at least 90 days or the manufacturer's standard warranty, whichever is longer, provided that such maintenance and parts are not required because of accident, neglect, misuse, or force majeure event. Contractor shall be responsible for removal and/or disposal of all replaced parts. Prior to the expiration of the warranty period, whenever equipment is shipped for a mechanical replacement purpose, the Contractor shall bear all cost of such shipment including, but not limited to, cost of packing, transportation, rigging drayage, and insurance. All replacements shall be covered by a new warranty.
10. **INTELLECTUAL PROPERTY DEFENSE:** The Contractor shall, at its own expense, defend, indemnify and hold harmless the State with respect to any claims that the goods and/or services furnished under this Agreement violates any third party intellectual property rights including, but not limited to, patents, copyrights, trademarks and trade secrets
11. **PAYMENTS:** All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Agreement except as permitted by IC 4-13-2-20.
12. **COMPLIANCE WITH LAWS:** The Contractor agrees to comply with all applicable federal, state, and local laws, rules, regulations, or ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment of any state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the State and the Contractor to determine whether the provisions of this Agreement require formal modification.
13. **COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT:** As required by IC 5-22-3-7, the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4-7 [Telephone Solicitation of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor: (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Agreement, even if IC 24-4.7 is preempted by federal law.
14. **NONDISCRIMINATION:** Pursuant to IC 22-9-1-10 and Civil Rights Act of 1964, the Contractor and its Agents, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, religion, sex, disability, national origin, ancestry or status as a veteran. The Contractor, and its subcontractor(s), if any, shall comply with all applicable affirmative action reporting requirements. Breach of this covenant may be regarded as a material breach of this Agreement. The Contractor shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250, and 41 CFR 60-741, as amended.
15. **DRUG-FREE WORKPLACE CERTIFICATION:** As required by Executive Order No. 90-5, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
16. **TAXES:** Prices listed on an invoice submitted by the Contractor for payment is not to include any tax for which the State is exempt. The State will furnish a tax exempt certificate, if requested by the Contractor. The State will not be responsible for any taxes levied on the Contractor as a result of this Agreement.
17. **FORCE MAJEURE:** In the event that either party is unable to perform any of its obligations under this Agreement, or to enjoy any of its benefits, because of natural disaster or decrees of governmental bodies not the fault of the affected party ("Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Agreement shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Agreement.
18. **GOVERNING LAWS:** This Agreement shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.
19. **INFORMATION TECHNOLOGY ENTERPRISE ARCHITECTURE REQUIREMENTS:** If Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Agreement for default if Contractor fails to cure a breach of this provision within a commercially reasonable time.



## CLAIMING PURCHASING PREFERENCES

Each bidder should review the various procurement preferences allowed by State statute. A summary of the preferences can be found on pages 15-18 of the Vendor Handbook located at: <http://www.in.gov/idoa/proc/>

Each bidder must answer the following questions pertaining to purchasing preferences. No preference will be applied unless these questions have been answered and any required attachments included.

1. Are you claiming the U.S. Manufactured Product Preference (IC 5-22-15-21)? (This is per individual line and should be noted below) Yes \_\_\_\_ No \_\_\_\_  
Vendor must provide information at the individual line level in regards to this preference...If yes, the bidder is certifying under penalties of perjury that each of the bidder's end products, except those listed under the Exceptions section, is a U.S. Manufactured Product as described in IC 5-22-15-21. A product is manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50% of the cost of all its components. (In determining if a product is manufactured in the United States, only the product and its components shall be considered.)

Please list what line items this preference will apply to:

---

2. Are you claiming the Preference to Coal Mined in Indiana (IC 5-22-15-22)? Yes \_\_\_\_ No \_\_\_\_

3. Are you claiming the Indiana Business Preference (IC 5-22-15-20.5)? Yes \_\_\_\_ No \_\_\_\_

- Indicate under which provision for which you are claiming to qualify as an Indiana business for 1, 2, and 3, fully complete the Indiana Economic Impact Form (State Form # 51778, and include it with your bid/proposal. If you are claiming this preference based #4 of #5, please submit the documentation as requested under each category.

- \_\_\_\_ (1) A business whose principal place of business is located in Indiana.  
\_\_\_\_ (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.  
\_\_\_\_ (3) A business that employs Indiana residents as a majority of its employees.  
\_\_\_\_ (4) A business that makes significant capital investments in Indiana.

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

- \_\_\_\_ (5) A business that has a substantial positive economic impact on Indiana.

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); qualifies as an Indiana business under category #5. To verify that your company qualifies you can e-mail [buyindianainvest@idoa.in.gov](mailto:buyindianainvest@idoa.in.gov). Submit the response received for verification purposes.

4. Are you claiming the preference for supplies that contain recycled or post-consumer materials (IC 5-22-15-16) (the preference does not apply when the purchase description is limited to a supply that contains recycled materials or post-consumer materials)?

Yes \_\_\_\_ No \_\_\_\_

If yes, a manufacturer's certification must be submitted for each item or group of items for which the offeror is seeking a preference or the preference may not be considered.

5. Are you claiming the preference for soybean oil based ink (IC 5-22-15-18)? Yes \_\_\_\_ No \_\_\_\_

6. Are you claiming the preference for soy diesel/bio diesel (IC 5-22-15-19)? Yes \_\_\_\_ No \_\_\_\_

7. Are you claiming the preference for foods/beverages that contain high levels of calcium (IC 5-22-15-24)? Yes \_\_\_\_ No \_\_\_\_

8. Are you claiming the Indiana Small Business Preference (IC 5-22-15-23)? Yes \_\_\_\_ No \_\_\_\_

If yes, bidder must indicate which category of small business concern applies:

- \_\_\_\_ Wholesale business with annual sales of four million dollars (\$4,000,000) or less during its last fiscal year. "Wholesale business, means a business that derives its principal source of income (over 50% of gross revenues) from sales to retailers, other merchants, or industrial, institutional or commercial users who will use the goods for resale or business use. This definition includes distribution activities.
- \_\_\_\_ Service business with average sales of five hundred thousand dollars (\$500,000) or less for the current and preceding three (3) fiscal years and which employs no more than twenty-five (25) persons. "Service business," means a business that derives its principal source of income (over 50% of gross revenues) from the sale of useful artistic, educational, intellectual, literary, or scientific labor from which no necessary tangible commodity is derived.
- \_\_\_\_ Retail business or business selling services with annual sales and receipts of five hundred thousand dollars (\$500,000) or less. "Retail business," means a business that derives its principal source of income (over 50% of gross revenues) from the sale of supplies to the ultimate consumer.
- \_\_\_\_ Manufacturing business, which employs no more than one hundred (100) persons. "Manufacturing business" means a business that derives its principal source of income (over 50% of gross revenues) from the sale of goods the firm produces at its own facility made from raw, unfinished materials, as distinguished from the final product.
- \_\_\_\_ A business in any of the following sectors is not a small business if it employs more than one hundred (100) persons or if its annual sales exceed 5 Million dollars (\$5,000,000):

- (A) Information Technology
- (B) Life Sciences
- (C) Transportation
- (D) Logistics

## **MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR COMMITMENT FORM**

In accordance with 25 IAC 5-5, if the purchase is for a Commodity the contract goal for this solicitation is 8% Minority participation and 11% for Women participation. If the purchase is for a Service the contract goal for this solicitation is 5% Minority participation and 5% for Women participation. It is the intent of IDOA Procurement Division to meet or exceed the above mentioned M/WBE goals. If participation exists the vendor must submit with its quote/bid a MWBE Subcontractor Commitment Form. The Form must show that there are, participating in the proposed contract, Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) listed in the Minority and Women's Business Enterprises Division (MWBED) directory of certified firms located at <http://www.in.gov/idoa/mwbe/>. If participation is met through use of vendors who supply products and/or services directly to the Respondent, the Respondent must provide a description of products and/or services provided that are directly related to this quote/bid and the cost of direct supplies for this quote/bid. Respondents must complete the Subcontractor Commitment Form in its entirety.

The Department reserves the right to verify all information included on the MWBE Subcontractor Commitment Form.

Respondents are encouraged to contact and work with MWBED at 317-232-3061 to design a subcontractor commitment to meet established goals as referenced in this solicitation.

### **Prime Contractors must ensure that the proposed subcontractors meet the following criteria:**

- Must be listed on the IDOA Directory of Certified Firms
- Each firm may only serve as once classification – MBE or WBE
- A Prime Contractor who is an MBE or WBE must meet subcontractor goals by using other listed certified firms. Certified Prime Contractors cannot count their own workforce or companies to meet this requirement.
- Must serve a commercially useful function. The firm must serve a value-added purpose on the engagement.
- Must provide goods or service only in the industry area for which it is certified as listed in the directory at [www.buyindiana.in.gov](http://www.buyindiana.in.gov)
- Must be used to provide the goods or services specific to the contract
- National Diversity Plans are generally not acceptable

## **MINORITY & WOMEN'S BUSINESS ENTERPRISES SUBCONTRACTOR LETTER OF COMMITMENT**

A signed letter(s), on company letterhead, from the MBE and/or WBE must accompany the MWBE Subcontractor Commitment Form. Each letter shall state and will serve as acknowledgement from the MBE and/or WBE of its subcontract amount, a description of products and/or services to be provided on this project, and approximate date the subcontractor will perform work on this contract.

By submission of the quote/bid, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's M/WBE Program. Questions involving the regulations governing the MWBE Subcontractor Commitment Form should be directed to: Minority and Women's Business Enterprises Division at (317) 232-3061 or [mwbe@idoa.in.gov](mailto:mwbe@idoa.in.gov).



# STATE OF INDIANA MBE/WBE SUBCONTRACTOR COMMITMENT FORM

Quote/Bid
DUE DATE:
TOTAL Quote/ BID AMOUNT:

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm				
Company Name:		Contact Person:		
Address:		E-mail:		
Sub-Contract Amount:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: (    )</td> <td style="width: 50%;">Fax Number: (    )</td> </tr> </table>	Telephone Number: (    )	Fax Number: (    )
Telephone Number: (    )	Fax Number: (    )			
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided:		
Provide approximate dates when Sub-Contractor will perform on this project:				

<input type="checkbox"/> MBE Firm <input type="checkbox"/> WBE Firm				
Company Name:		Contact Person:		
Address:		E-mail:		
Sub-Contract Amount:		<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">Telephone Number: (    )</td> <td style="width: 50%;">Fax Number: (    )</td> </tr> </table>	Telephone Number: (    )	Fax Number: (    )
Telephone Number: (    )	Fax Number: (    )			
Sub-Contract Percentage of Total Bid:		Describe service/product to be provided:		
Provide approximate dates when Sub-Contractor will perform on this project:				

Respondent Firm	Telephone Number
Address	Fax Number
City/State/Zip Code	Email Address
Representative	Authorizing Signature
Date	Printed Name and Title

☐ Please check if additional forms are attached.  
 Page \_\_\_\_\_ of \_\_\_\_\_

**IF PARTICIPATION EXISTS THIS FORM MUST BE COMPLETED IN ITS ENTIRETY WITH COMPLETED LETTERS OF COMMITMENT**



## INDIANA ECONOMIC IMPACT - PROPOSALS AND CONTRACTS

State Form 51778 (R4 / 1-06)

DEPARTMENT OF ADMINISTRATION

Approved by State Board of Accounts, 2006

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 22 items).

1	<b>Legal Name of firm:</b>	
2	<b>Address/City/State/Zip Code:</b>	
3	<b>Telephone #/Fax #/Website:</b>	
4	<b>Federal Tax Identification Number:</b>	
5	<b>State/Country of domicile/incorporation:</b>	
6	<b>Location of firm's headquarters or principal place of business:</b>	
7	<b>Name of parent company or holding company (if applicable):</b>	
8	<b>State/Country of domicile/incorporation of company listed in #7:</b>	
9	<b>Address of company listed in #7:</b>	
10	<b>IN Department of Workforce Development (DWD) account number:</b>	
11	<b>IN Department of Revenue (DOR) account number:</b>	
12	<b>Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:</b>	
13	<b>Total number of employees per most recently completed IRS Form W-2 distribution:</b>	
14	<b>Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution:</b>	
15	<b>Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution:</b>	
16	<b>Total amount of this proposal, bid, or current contract:</b>	

**ACCOUNTING OF INDIANA RESIDENT**

17	<b>Prime Contractor Company Name:</b>	
18	<b>Number of Full Time Equivalent (FTE) employees</b> that are Indiana residents specifically for this proposal or contract:	

19	<b>Subcontractor Company Name:</b>				
20	Address/Contact Person/Telephone Number/Tax ID Number:				
21	<b>Number of Full Time Equivalent (FTE) employees</b> that are Indiana residents specifically for this proposal or contract:				

22	<b>Affirmation by authorized official:</b> I affirm under penalties of perjury that the foregoing representations are true to be				
	Signature:				
	Name of auththorized official:				
	Title:				
	Date:				

## DRUG-FREE WORKPLACE CERTIFICATION

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Vendor and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions, including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

**The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:**

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacturer, distribution, dispensing, possession or use of a controlled substance is prohibited in the Vendor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Vendor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision(c) (2) above, or otherwise receiving actual notice of such conviction; and
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

## SECRETARY OF STATE REGISTRATION

In accordance with IC 5-22-16-4, an offeror or subcontractor desiring to perform any portion of the work described by this bid/quote that is a business required to register with the Secretary of State. The registration requirement is applicable to all limited liability partnerships, limited partnerships, corporations, S-corporations, nonprofit corporations and limited liability companies.

Information concerning registration with the Secretary of State may be obtained by contacting:

Indiana Secretary of State of Indiana  
Corporation Section  
302 W. Washington St. Rom E018  
Indianapolis, IN 46204  
(317) 232-6576

## COMPLIANCE CERTIFICATION

Responses to this bid solicitation serve as a warrant that the responding entity has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Any respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the respondent from contracting with the State, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

## ETHICS OBLIGATIONS

The contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 et seq. and Indiana Code 4.2.7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the contractor is not familiar with these ethical requirements, the contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [<http://www.in.gov/ethics/>>>](http://www.in.gov/ethics/). If the contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this contract immediately upon notice to the contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6-12 and 4.2.7.

## PRICING

Unit price must be entered and extended, and the total price of the bid must be shown. Unit prices are to be bid on the basis of the unit specified. If there is an error between the unit price and total price, the unit price shall prevail. ***Awarded Prices: Prices listed for each item are firm and cannot be changed.***

## F.O.B. DESTINATION

The State requires all bids to be submitted on the basis of F.O.B. destination.

## OPEN COMPETITION

The specifications are intended to be nonrestrictive. Although at times brand names and model numbers may be used, they are merely intended to be guidelines to establish criteria and quality for competitive bidding. Unless otherwise stated, alternate bids will be evaluated and may be acceptable as long as they can be verified as equal or better than specified as determined by the State. All bidders with alternate products shall submit detailed specifications with their bid.

## CREATION OF BINDING AGREEMENT

A binding Agreement will be created only by the issuance of a Purchase Order at any time within the period stated on the Request for Quotation/Invitation to Bid form. The Binding Agreement will be governed by the terms and conditions included in this bid package. The Contractor shall make no deliveries on verbal orders except from the Using Agency on purchases less than \$5,000 and only with written approval on purchases greater than \$5,000 from the Indiana Department of Administration, Procurement Division.

## EXCEPTIONS

\_\_\_\_\_ PLEASE CHECK IF APPLICABLE

Alternative requests must be equal or better than those specified as determined by the Indiana Department of Administration, and bidders deviating from specified items should provide, with his or her request, a listing of all areas in which his or her product deviates and fully explain and justify this alternative.

ANY EXCEPTIONS ARE TO BE NOTED BELOW AND LISTED BY LINE ITEM NUMBER.

### NON-COLLUSION CERTIFICATION

This is to certify that the Bidder, being duly affirmed under oath says, that he or she is the contracting party; that he or she has not, nor has any other employee of the company represented by him or her, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he or she has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

### SIGNATURE

This is to certify that the bidder or any person on his or her behalf has examined and understands and agrees to the specifications, including General and Special conditions of this document.

BIDDER \_\_\_\_\_ FEDERAL ID NUMBER \_\_\_\_\_ (Please circle to indicate if your FIN is a TIN or SSN)

ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TYPE OF BUSINESS (i.e. Corporation, Sole Proprietor, LLC, etc) \_\_\_\_\_

NORTH AMERICAN INDUSTRY CLASSIFICATION SYTEM (NAICS CODE) \_\_\_\_\_

TELEPHONE NUMBER (\_\_\_\_\_) \_\_\_\_\_

E-Mail address: \_\_\_\_\_

If awarded a contract, the bidder will provide supplies, equipment, and/or services to the State of Indiana in accordance with the general conditions, specifications, certifications and other documents of this solicitation.

I, \_\_\_\_\_, the undersigned \_\_\_\_\_  
(Signature) (Print Office Held)

of the above named bidder under penalties of perjury this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, certify that I hold the aforementioned Office in the above bidder and that the representations are true and accurate.

**ATTACHMENT C**



**STATE OF INDIANA**

**DEPARTMENT OF ADMINISTRATION**

**PROCUREMENT DIVISION**

**402 W. WASHINGTON ST. W468**

**INDIANAPOLIS, IN 46204**

**317/232 3052**

**NOTICE OF ADDENDUM #\_TO SOLICITATION**

**REQUISITION #** (Enter Solicitation Number)  
**OPENING DATE:** (Enter Opening Date or  
Extended Opening Date Here)

(AREA TO TYPE CHANGES WITHIN THE QUOTE PACKAGE)

\* \* \* \* \*

Should you desire to submit a bid, please do so on the basis of information detailed above.

The acknowledgement below should be signed and returned with your Invitation to Bid.

Procurement Division:

Buyer: \_\_\_\_\_

Approved: \_\_\_\_\_

-----**ACKNOWLEDGEMENT**-----

Receipt of Notice of Addendum, for Solicitation # \_\_\_\_\_

Vendor Name: \_\_\_\_\_

Signed: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTACHMENT D**

**SPLIT AWARD EXAMPLE**

BU	RFQ ID	RFQ Line #	Vendor Name	Item	Quantity	UOM	Unit Price	Total Price	Considerations	Comment
00061	P22-2-2	1	3M TRAFFIC CONTROL MATERIALS		150.00	EA	33.92	5,088.00		
00061	P22-2-2	1	REHAB TECHNOLOGY CENTER		150.00	EA	39.55	5,932.50		
00061	P22-2-2	1	PRINTERS SUPPLY OF INDIANA INC		150.00	EA	41.98	6,297.00		
00061	P22-2-2	2	REHAB TECHNOLOGY CENTER		10.00	EA	25.23	252.30		
00061	P22-2-2	2	PRINTERS SUPPLY OF INDIANA INC		10.00	EA	32.44	324.40		
00061	P22-2-2	2	3M TRAFFIC CONTROL MATERIALS		10.00	EA	33.92	339.20		
00061	P22-2-2	3	PRINTERS SUPPLY OF INDIANA INC		20.00	BOX	21.00	420.00		
00061	P22-2-2	3	REHAB TECHNOLOGY CENTER		20.00	BOX	21.33	426.00		
00061	P22-2-2	3	3M TRAFFIC CONTROL MATERIALS		20.00	BOX	23.81	476.20		
00061	P22-2-2	4	PRINTERS SUPPLY OF INDIANA INC		100.00	EA	14.50	1,450.00		
00061	P22-2-2	4	REHAB TECHNOLOGY CENTER		100.00	EA	16.07	1,607.00		
00061	P22-2-2	4	3M TRAFFIC CONTROL MATERIALS		100.00	EA	28.52	2,852.00		
00061	P22-2-2	5	3M TRAFFIC CONTROL MATERIALS		20.00	EA	18.75	375.00		
00061	P22-2-2	5	REHAB TECHNOLOGY CENTER		20.00	EA	21.33	426.60		
00061	P22-2-2	5	PRINTERS SUPPLY OF INDIANA INC		20.00	EA	21.56	431.20		
00061	P22-2-2	6	3M TRAFFIC CONTROL MATERIALS		20.00	EA	17.01	340.20		
00061	P22-2-2	6	PRINTERS SUPPLY OF INDIANA INC		20.00	EA	22.39	447.80		
00061	P22-2-2	6	REHAB TECHNOLOGY CENTER		20.00	EA	23.58	471.60		
00061	P22-2-2	7	3M TRAFFIC CONTROL MATERIALS		100.00	EA	8.27	827.00		
00061	P22-2-2	7	PRINTERS SUPPLY OF INDIANA INC		100.00	EA	11.97	1,197.00		
00061	P22-2-2	7	REHAB TECHNOLOGY CENTER		100.00	EA	13.28	1,328.00		
00061	P22-2-2	8	3M TRAFFIC CONTROL MATERIALS		25.00	EA	10.43	260.75		
00061	P22-2-2	8	REHAB TECHNOLOGY CENTER		25.00	EA	11.48	287.00		
00061	P22-2-2	8	PRINTERS SUPPLY OF INDIANA INC		25.00	EA	19.37	484.25		
00061	P22-2-2	9	REHAB TECHNOLOGY CENTER		55.00	EA	20.11	1,106.05		
00061	P22-2-2	9	PRINTERS SUPPLY OF INDIANA INC		55.00	EA	20.91	1,150.05		
00061	P22-2-2	9	3M TRAFFIC CONTROL MATERIALS		55.00	EA	23.48	1,291.40		
00061	P22-2-2	10	3M TRAFFIC CONTROL MATERIALS		100.00	SET	25.23	2,523.00		
00061	P22-2-2	10	REHAB TECHNOLOGY CENTER		100.00	SET	28.05	2,805.00		



00061	P22-2-2	10	PRINTERS SUPPLY OF INDIANA INC		100.00	SET	28.51	2,851.00		
00061	P22-2-2	11	PRINTERS SUPPLY OF INDIANA INC		50.00	SET	23.02	1,151.00		
00061	P22-2-2	11	3M TRAFFIC CONTROL MATERIALS		50.00	SET	27.98	1,399.00		
00061	P22-2-2	11	REHAB TECHNOLOGY CENTER		50.00	SET	27.98	1,399.00		
00061	P22-2-2	12	REHAB TECHNOLOGY CENTER		75.00	EA	22.04	1,653.00		
00061	P22-2-2	12	PRINTERS SUPPLY OF INDIANA INC		75.00	EA	23.01	1,725.75		
00061	P22-2-2	12	3M TRAFFIC CONTROL MATERIALS		75.00	EA	25.23	1,892.25		

#### TOTALS

#### TWO-WAY SPLIT

3M = \$17,664.00      3M = \$ 9,413.95 (Items 1, 5, 6, 7, 8, 10)  
 Rehab = \$17,694.05      Rehab = \$ 6,443.35 (Items 2, 3, 4, 9, 11, 12)  
 Printers = \$17,929.45      1 additional PO = \$ 150.00  
 TOTAL = \$16,007.90 (A total savings of \$1,656.70)

#### TWO-WAY SPLIT

#### THREE-WAY SPLIT

3M = \$ 9,413.95 (Items 1, 5, 6, 7, 8, 10)      3M = \$ 9,413.95 (Items 1, 5, 6, 7, 8, 10)  
 Printers = \$ 6,221.20 (Items 2, 3, 4, 9, 11, 12)      Rehab = \$ 3,011.35 (Items 2, 9, 12)  
 1 additional PO = \$ 150.00      Printers = \$ 3,021.00 (Items 3, 4, 11)  
 TOTAL = \$15,785.15 (A total savings of \$1,878.85) 2 add'l Pos = \$ 300.00  
 TOTAL = \$15,746.30 (A total savings of \$1,911.70)

THE BEST VALUE FOR THE STATE IN THIS EVALUATION WOULD BE TO AWARD A THREE-WAY SPLIT.

## Recommendation for Award of Quotation

Agency/Facility Requisition/Solicitation Number Description of Products/Services to be Purchased Was this purchase solicited as a Small Business Set-Aside (if applicable)? ☐**BIDDER RESPONSES RECEIVED**

Bidder Name	Quoted Amt	Pref Claimed?	Type of Pref/%	Eval Amt	No Bids

**DESCRIPTION OF EVALUATION****AWARD CHECKLIST**

Were recycled products requested, or the Recycled Preference claimed?	<input type="checkbox"/>
What is the recycled content percentage (if applicable)?	<input type="checkbox"/>
Was the Indiana Economic Impact form completed and submitted?	<input type="checkbox"/>
Was the M/WBE Participation Plan completed and submitted?	<input type="checkbox"/>
Were the Contract Clearance Checks completed and satisfactory?	<input type="checkbox"/>

**AWARD RECOMMENDATION**

Vendor Name	Line Items Awarded	Award Dollar Amount

Procurement Agent (Agency) \_\_\_\_\_

Procurement Agent (IDOA) \_\_\_\_\_

## ATTACHMENT F

### DEPARTMENT OF ADMINISTRATION PROCUREMENT DIVISION/PRINTING SECTION ADDITIONAL TERMS AND CONDITIONS

1. Unless required by the specifications, vendors are requested to supply alternative quotations reflecting the use of recycled paper for this printing. If name brands are referenced to define paper stock requested and it is known as recycled within the industry, it is understood that a recycled stock is being requested for the finished product. If for any reason the referenced stock is no longer available, it is further understood that a stock equal to or greater than the one requested shall be offered.
2. **A Certificate of Printing Contract Performance (SF#45769) must be completed, for every order issued, by the awarded vendor and submitted per the instructions in line item five (5) below.** This Certificate (State Form # 45769) has been provided within the solicitation package and is also available on the Internet at (<http://www.ai.org/icpr/webfile/formsdiv/index.html>). If you have questions about the Internet access of this form please call the Commission on Public Records at (317) 232-5927.
3. Four samples of each item produced are to be furnished at the time of invoicing for the purpose of quality control check. **The samples provided must reflect the requirements provided within the specifications or the entire order may be rejected.**
4. An original plus three (3) copies of each invoice is required (instructions on line item five (5) below).
5. All invoices, artwork, samples and Certificate of Printing Contract Performance (SF# 45769) must be sent directly to **Indiana Commission on Public Records/Forms Management Division** 402 West Washington Street, Room W472, Indianapolis, IN 46204.  
**PAYMENT WILL NOT BE MADE UNTIL ALL OF THE ABOVE ITEMS ARE RECEIVED AND REVIEWED.**
6. Any and all negatives and artwork **created or provided** in connection with all purchases made by the State are the property of the State of Indiana and are to be returned as follows:
  1. **All items printed that are "State Forms" must have all artwork and negatives returned to Forms Management Division, ICPR (Artwork either provided by Forms Management or produced by a contractor.)**
  2. Artwork provided by an agency or produced by a contractor for Non-Form Items must be returned to the requesting agency.**A BRIEF STATEMENT REGARDING THE DISPOSITION OF ARTWORK (for both State Forms and Non-Forms) MUST BE INCLUDED ON THE CERTIFICATE OF PRINTING CONTRACT PERFORMANCE (SF#45769).**
7. Exact quantity is to be delivered in accordance with the attached specifications. Any job furnished in quantity less than that requested will be considered incomplete and requests for payment will not be processed until completion, unless specifications call for partial delivery pre-arrangement. Quantities received by an agency exceeding the requested quantity will be retained by the requesting agency at no additional charge to that agency. Invoices reflecting charges for quantities less than or greater than that which had been requested will not be accepted for payment.
8. Any omission in sequence of consecutively numbered items will be considered incomplete and in non-compliance with specifications.
9. **Any changes, exceptions, or deviations from the solicited specifications are acceptable only when requested in writing by the agency and approved by the Contract Administration Division of the Department of Administration. Instructions by other agency personnel are not sufficient to authorize deviations from the solicited specifications and are unacceptable to support a claim for payment.**
10. The awarded contractor shall conduct detailed quality inspection during the printing and before delivery. The contractor shall certify on the **required** Certificate of Printing Contract Performance that the product delivered meets the contract terms, conditions, and specifications. The contractor shall deliver to Indiana Commission on Public Records/Forms Management, four (4) samples of every item covered by this purchase, together with the Certificate of Printing Contract Performance, artwork and the invoice for this purchase. The listed items shall be delivered simultaneously prior to the delivery of the order.
11. The vendor may request, at own expense, the artwork and samples be shipped by a reputable company provided that an accurate vendor account number is furnished. All awarded vendors are responsible for requesting/receiving the appropriate artwork and sample (if applicable) for the production of any award made. If after receiving the artwork and/or sample, there are any discrepancies from the specifications that were originally bid, the vendor must then confirm and verify with Forms Management that the correct specifications, artwork or samples have been provided. If for any reason an order is completed and the vendor failed to verify any discrepancy, the vendor will be held responsible.

If any instruction is not followed, payment will not be processed until all terms and conditions have been met. Payments that are delinquent due to the awarded vendor failing to follow the terms and conditions outlined within the solicitation will not be subject to interest charges.

NOTE: THE ADVANCE NOTIFICATION OF AWARD (previously utilized) WILL NOT BE PROVIDED.

# ATTACHMENT G



## CERTIFICATE OF PRINTING CONTRACT PERFORMANCE

State Form 45769 (R / 11-93)

Name of contracting Vendor / EPIC / DOC

Purchase Order Number

Request for Printing Number

**INSTRUCTIONS:** 1. Upon completion of printing job, contracting vendor's representative will inspect products to be shipped and select **FOUR** representative samples to be submitted with this Certification.

2. After completing and signing this Certificate, samples will be attached and delivered to: Indiana Commission on Public Records  
Forms Management Division  
402 W. Washington St., Rm. W472  
Indianapolis, IN 46204

PRODUCT DELIVERED UNDER CONTRACT			
DESCRIPTION (as shown in Purchase Order)	QTY DELIVERED	DATE DELIVERED	PLACE DELIVERY MADE

(Please check one)

Partial Order      OR      Completed Order

### CERTIFICATION OF VENDOR

The undersigned, in order to induce prompt payment, hereby certifies, represents and affirms under penalties of perjury, to the Indiana Department of Administration:

- That the attached required samples of the product specified in the above-cited Purchase Order have been inspected and compared to the delivered portion of the printing job, that they are representative of the entire quantity delivered, and that they are equal in quality to the entire printing job which has been produced and delivered in accordance with approved contract specifications (*except as noted in Item 5 below*);
- That the contract terms and conditions have been fully performed, that no contract obligation remains unperformed by our firm, and that all approved contract specifications have been met (*except as noted in Item 5 below*);
- That all artwork or other material either provided by or paid for by the State of Indiana to the vendor in connection with this contract order have been returned as noted in Item 6 below; and
- That the individual executing this Certification affirms that every reasonable effort has been undertaken to verify the information transmitted here, and that the statements contained are true, accurate and complete to the best knowledge and belief of the undersigned individual.
- Exceptions:

#### 6. Disposition of artwork / material

Forms returned to

Indiana Commission on Public Records  
Forms Management Division  
402 W. Washington St. Rm. W472  
Indianapolis, IN 46204

Non - Forms Returned to "Ship to" Agency

Delivered to \_\_\_\_\_

Signature of contracting vendor representative

Printed / Typed name

Title of reviewer

Date signed

### REVIEW OF SAMPLES AND DETERMINATION OF COMPLIANCE BY FORMS MANAGEMENT DIVISION, ICPR

The Forms Management Division of the Indiana Commission on Public Records, or the requesting agency's representative, has reviewed the samples submitted, compared them with the approved specifications, in the case of forms, and have determined that they are:

ACCEPTABLE "AS IS"

NOT ACCEPTABLE for the following reason(s):

ACCEPTABLE CONDITIONALLY for the following reason(s):

Signature of reviewer

Printed / typed name

Title of reviewer

Date signed

## **ATTACHMENT H**

### **NOTIFICATION OF SURPLUS**

**STATE - OWNED PROPERTY**  
State Form 13812 (R2/2-97)

ate

Original Acquisition Cost Was:	
--------------------------------	--

♣ Over \$2500      ♣ Less Than \$2500

DEPARTMENT OF ADMINISTRATION  
Operations Div / Surplus Property  
6400 East 30<sup>th</sup> Street  
Indianapolis, IN 46219

1. Since this form contains 4 copies, type as much information as possible; for the remainder, print legibly and firmly
- INSTRUCTIONS: 2. The agency completing this form is prohibited from disposing of surplus property without authorization from IDOA.
3. After authorization is given by Surplus Property Section, disposition agent must make changes to inventory.
4. If surplus computer equipment, use State Form 47055, "NOTICE OF STATE OWNED SURPLUS COMPUTERS".

Name of Notifying State Agency	Division	Name of Disposition Agent
Address of State Agency ( <i>Number and Street, City, ZIP code</i> )	Account Number	Telephone Number (    )

The following items of state owned property have been determined to be surplus to agency needs:					VALUE
QUANTITY	DESCRIPTION AND CONDITION OF ITEM(S) (List Make, Model, Year, I.D. or Serial No. for Motor Vehicles, See Note Below:)	SPECIFICATION OF ITEM(S) LISTED	FUND FROM WHICH ORIGINAL PURCHASE MADE	DISPOSITION REQUESTED	
UNIT			ORIGINAL ACQUISITION COST		
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	
				♣ Sell	\$
	(Estimate value			♣ Trade	
	♣ Usable in last Column) ♣ Non-Usable		\$	♣ Transfer	

**For Motor Vehicles, include Vehicle Identification Number (VIN), Commission Number, Mileage, and condition (*POOR, AVERAGE OR GOOD*)**

<b>I hereby affirm that the above - listed state surplus property is as described and has not been disposed of by this agency without proper authorization from the Depart of Administration.</b>	
Signature of Disposition Agent	Date Signed

DISTRIBUTION OF COPIES	
<b>White:</b>	Department of Administration (Surplus Prop. / Oper. Div.)
<b>Yellow:</b>	Department of Administration (Procurement Division)
<b>Pink:</b>	Disposition Agent File
<b>Goldenrod:</b>	Receiving Agency (for transfer only)

DO NOT WRITE HERE FOR STATE SURPLUS	
APPROVED <i>(Make necessary changes to inventory record)</i>	
From	
To	
Signature of Approval	Date Signed

## ATTACHMENT I

Req. No: Agency:

Amount: Date:

### SOURCE SELECTION AUTHORIZATION SPECIAL PROCUREMENT

Pursuant to IC 5-22-10, I, Earl A. Goode, Commissioner of the Department of Administration, do hereby find and determine that the supplies and/or services referenced herein may be procured from \_\_\_\_\_ by a Special Procurement as follows:

- \_\_\_(1) A purchasing agent may make a special purchase when there exists, under emergency conditions, a threat to public health, welfare, or safety. IC 5-22-10-4
- \_\_\_(2) A purchasing agent may make a special purchase when there exists a unique opportunity to obtain supplies or services at a substantial savings to the governmental body. IC 5-22-10-5
- \_\_\_(3) A purchasing agent may make a special purchase at an auction. IC 5-22-10-6
- \_\_\_(4) A purchasing agent may make a special purchase of data processing contracts or license agreements for: IC 5-22-10-7
  - \_\_\_(1) software programs; or
  - \_\_\_(2) supplies or services, when only one (1) source meets the using agency's reasonable requirements.
- \_\_\_(5) A purchasing agent may make a special purchase when: IC 5-22-10-8
  - (1) the compatibility of equipment, accessories, or replacement parts is a substantial consideration in the purchase; and
  - (2) only one (1) source meets the using agency's reasonable requirements.
- \_\_\_(6) A purchasing agent may make a special purchase when purchase of the required supplies or services under another purchasing method under this article would seriously impair the functioning of the using agency. IC 5-22-10-9
- \_\_\_(7) A purchasing agent may make a special purchase when the purchasing agency has solicited for a purchase under another purchasing method described in this article and has not received a responsive offer. IC 5-22-10-10
- \_\_\_(8) A purchasing agent may make a special purchase for the evaluation of supplies or a system containing supplies for any of the following reasons: IC 5-22-10-11
  - \_\_\_(1) To obtain:
    - (A) functional information; or (B) comparative data.
  - \_\_\_(2) For a purpose that in the judgment of the purchasing agent may advance the long term competitive position of the governmental body.
- \_\_\_(9) A purchasing agent may make a special purchase when the market structure is based on price but the governmental body is able to receive a dollar or percentage discount of the established price. IC 5-22-10-12
- \_\_\_(10) Subject to sections 11 and 12, a purchasing agent may award a contract for a supply when there is only one (1) source for the supply and the purchasing agent determines in writing that there is only one (1) source for the supply. IC 5-22-10-13
- \_\_\_(11) A purchasing agent may make a purchase from a person when the purchasing agent determines in writing that: IC 5-22-10-14
  - (1) supplies can be purchased from the person or the person's authorized representative at prices equal to or less than the prices stipulated in current federal supply service schedules established by the federal General Services Administration; and
  - (2) it is advantageous to the governmental body's interest in efficiency and economy.
- \_\_\_(12) A purchasing agent may purchase supplies if the purchase is made from a person who has a contract with a federal agency and the person's contract with the federal agency requires the person to make the supplies available to the state or political subdivisions. IC 5-22-10-15
- \_\_\_(13) A purchasing agent may acquire supplies by accepting a gift for the purchasing agent's governmental body. IC 5-22-10-17
- \_\_\_(14) A purchasing agent for a state purchasing agency may make a special purchase of copyrighted materials to be used, provided, or distributed by a state agency. IC 5-22-10-18
- \_\_\_(15) A purchasing agent may make a special purchase from a public utility if the purchase or lease price is a negotiated price that considers the results of an independent appraisal that the purchasing agency obtains and an independent appraisal that the public utility obtains. IC 5-22-10-19

A written determination of the basis for the special procurement and for the selection of the particular contractor is attached. Special procurements exceeding twenty-five thousand (\$25,000), other than procurements under subsections (1) and (6), must be approved by the State Budget Agency before the contract is final.

\_\_\_\_\_  
Earl A. Goode, Commissioner/Date

\_\_\_\_\_  
Buyer Signature/Date

\_\_\_\_\_  
State Budget Agency/Date

*ATTACHMENT I*

TO: Teresa Deaton, CPPB, Program Director

FROM: Joan Q. Doe, Commissioner  
State Poultry Board

DATE: July 6, 2001

RE: Sole Source Justification for Test Kits

This is to request your approval for a Sole Source Procurement for Pick-a-Chick chemical test kits from the Bird Barn in Westfield, Iowa.

The Federal Government requires the State of Indiana to file statistics concerning the poultry produced in the State. Specifically, this agency is required to select random samples of product equal to .25% of the State's poultry output and test these samples for bacteria counts and levels of certain chemicals.

Several years ago, this agency purchased a Chickalyzer Scanner from the Bird Barn on a Sealed Competitive Bid using open and non-restrictive specifications recommended by the Federal Government. The Pick-a-Chick test kits are designed to operate together with the Chickalyzer and no other test kit on the market will operate with the Chickalyzer to produce results acceptable to the Federal Government. I have attached a letter from Henry Becker of the Federal Food and Drug Administration indicating that the required scientific tolerance for the required tests cannot be achieved unless the scanner and test kits are designed to be compatible. I have also attached statements from the two other manufacturers of poultry analyzers in the United States indicating that their test kits will not operate in conjunction with the Chickalyzer.

The Bird Barn is the manufacturer and sole distributor of the Chickalyzer test kits. I respectfully request your approval of this request as a Sole Source based on the information provided above and in the attached letters.

State Form 47900 (Elec.

DOCUMENT NUMBER \_\_\_\_\_

## EMERGENCY EXPENDITURE DOCUMENTATION

AGENCY \_\_\_\_\_ DATE REQUESTED \_\_\_\_\_

REASON FOR REQUEST

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REQUESTED BY \_\_\_\_\_PHONE \_\_\_\_\_**VENDORS CONTACTED****TOTAL PRICE**1. \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_2. \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_3. \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

APPROVED VENDOR \_\_\_\_\_

AMOUNT \_\_\_\_\_

APPROVED BY \_\_\_\_\_ DATE \_\_\_\_\_

**FAX THIS COMPLETED FORM INCLUDING ALL NECESSARY JUSTIFICATIONS TO (317) 232-7312. ATTACH ADDITIONAL SHEETS IF NECESSARY.**



***ATTACHMENT L***

**Sample Emergency Justification Letter**

TO: Teresa Deaton, CPPB, Program Director

FROM: State Agency

DATE: July 5, 2012

RE: Emergency Purchase Justification  
Influenza Virus Vaccine

A recent outbreak of the A Tigris Rex strain of Influenza in the state of Indiana resulted in the death of 122 inmates of the Indiana Department of Correction and 189 patients in the Mental Health system.

The A Tigris Rex strain of Influenza is particularly virulent, and has spread very quickly through large institutions in several states. The close quarters in our State institutions and the weakened physical condition of many of our patients leaves them highly at risk for this deadly “Flu” strain.

Cases of A Tigris Rex were reported in four northern counties of the State last week, and the epidemic is expected to spread quickly through the rest of the State. Fluagen is the only product effective against this particular strain of Influenza. (See copy of a recent Medical Journal article attached.)

The health, welfare and safety of our Mental Health patients are clearly threatened due to the danger of this disease, and it is believed that an emergency procurement is well justified.

---

Agency Signature

---

IDOA Signature

## Opportunity Buy

(Use a separate form for each food item)

Facility: \_\_\_\_\_

Facility Business Unit: \_\_\_\_\_

Facility Requestor: \_\_\_\_\_

Date: \_\_\_\_\_

Food item requested: \_\_\_\_\_

Firm/Company: \_\_\_\_\_

Vendor's Federal ID Number \_\_\_\_\_

Price: \_\_\_\_\_

Quantity requested: \_\_\_\_\_

Current Inventory on hand: \_\_\_\_\_

1. Will this purchase put you over the 30 day inventory policy? Yes/No

2. Is this firm registered with IDOA Procurement? Yes/No

3. Is this firm registered with Secretary of State? Yes/No

List the firm's control number \_\_\_\_\_

4. Price PEN: \$ \_\_\_\_\_

Price Prime Vendor: \$ \_\_\_\_\_

Price of Additional Source: \$ \_\_\_\_\_

(Avg.) Total Price / 3 = \$ \_\_\_\_\_

Price: \$ \_\_\_\_\_

(%) Lower: \_\_\_\_\_

(IF PRICE IS CONSIDERABLY LOWER (10%) THEN THE AVERAGE OF THE THREE SOURCES TESTED YOU HAVE JUSTIFICATION FOR AN OPPORTUNITY BUY.)

5. Is the purchase over \$2,500? Yes/No

6. If yes, the vendor must complete the RFQ package and all appropriate paperwork must be forwarded to Teresa Deaton-Reese for approval.

### IDOA PROCUREMENT

APPROVED \_\_\_\_\_

DENIED \_\_\_\_\_

**ATTACHMENT N**

## Claim Voucher/SDO Reporting Requirements

[illegible]

\*Please include totals on each page of Claim Vouchers, SDOs, and Minority Participation.

**\*\*Please include grand totals for Claim Vouchers, SDOs, and Minority Participation on the final page of this report.**

**ATTACHMENT O**

**INDIANA BUSINESS PREFERENCE (IBP)**  
(IC 5-22-15-20.5)

When a vendor claims the IBP they must indicate which provision qualifies them for this preference. The request should be evaluated in the following manner:

1. A business whose principal place of business is located in Indiana.

- Check line # 6 on the IEI Form – must say Indiana. If line #6 says anything other than Indiana they cannot claim this preference under this provision. You may also check the Secretary of State Business registration site.

2. The majority of its payroll (in dollar volume) is paid to residents of Indiana.

- Line # 14 & #15 must be complete. Divide line #14 by line #15 to calculate the percentage. This percentage must be greater than 50% to qualify for the preference under this provision.

3. Employs Indiana residents as a majority of its employees.

- Line # 12 & #13 must be complete. Divide line #12 by line #13 to calculate the percentage. This percentage must be greater than 50% to qualify for the preference under this provision.

4. Significant capital investment in Indiana.

- The information listed below must be submitted with the vendors quote/bid package.

**Substantial Capital Investment:**

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

**DOCUMENTATION:**

- \$5 Million or more in plant and/or equipment - certified financial statement
- 2.5 Million in lease payment – copy of lease agreement/contracts

5. Substantial positive economic impact in Indiana.

- The vendor must submit proof from the e-mail address listed below to verify their status. If the vendor does not submit this you should verify this yourself at the e-mail address listed below.

**Substantial Indiana Economic Impact:**

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

To verify this information you should send an email to: [buyindianainvest@doa.in.gov](mailto:buyindianainvest@doa.in.gov)

# ATTACHMENT P



## RECORD OF TELEPHONE PRICE QUOTATIONS

State Form 43464 (R3 / 12-97)  
Approved by State Board of Accounts 1998

Name of facility / institution				UNIT COST		
QUANTITY	ITEM AND NUMBER	BRAND	DESCRIPTION	VENDOR NUMBER 1	VENDOR NUMBER 2	VENDOR NUMBER 3
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
JUSTIFICATION FOR SELECTING A VENDOR						
1. Name of vendor		Minority? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of contact person		
Address (street, number or rural route)				Telephone number (      )		
City, state and ZIP code				Date contacted (month, day, year)		
2. Name of vendor		Minority? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of contact person		
Address (street, number or rural route)				Telephone number (      )		
City, state and ZIP code				Date contacted (month, day, year)		
3. Name of vendor		Minority? <input type="checkbox"/> Yes <input type="checkbox"/> No		Name of contact person		
Address (street, number or rural route)				Telephone number (      )		
City, state and ZIP code				Date contacted (month, day, year)		
Name of person receiving price quotations						